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Clerk of the Superior Court
By Sharon Allen Thurston, Deputy Clerk

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Attorneys for Plaintiff, Sydney Houser

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO

SYDNEY HOUSER, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

THE FISH HOUSE VERA CRUZ, INC., a
California Corporation; and DOES 1 to 100,

Defendants.

Case No.: 37-2023-00045659-CU-OE-NC
Hon. Cynthia A. Freeland
Dept. N-27

**DECLARATION OF JANELLE
CARNEY IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: December 20, 2024
Time: 1:30 p.m.
Dept.: N-27
Reservation No.: 3148847

Action filed: October 20, 2023

1 I, Janelle Carney, declare:

2 1. I am an attorney duly licensed to practice law before all courts in the State of
3 California. I am the managing partner at Janelle Carney – Attorney at Law, APC. I am counsel
4 of record herein and I have personal knowledge of the facts herein. If called as a witness, I
5 could and would competently testify herein.

6 2. I have extensive experience in wage and hour class action litigation. This case
7 seeks to conditionally certify the matter for settlement purposes and obtain preliminary approval
8 of a non-reversionary settlement in the gross amount of \$172,000.00 on behalf of approximately
9 256 current and former non-exempt hourly individuals employed by Defendant at any time from
10 October 20, 2019, through May 31, 2024. Further, there are 131 aggrieved employees and 2,285
11 PAGA periods covered by this settlement.

12 3. Janelle Carney – Attorney at Law, APC specializes in the area of wage and hour
13 issues. For the last twenty-four (24) years, I have almost worked exclusively on class actions. I
14 graduated from Whittier College School of Law School and obtained my Jurisprudence
15 Doctorate in May 1998. I took the California Bar Examination in February 1999 and received
16 my passing results in May 1999. On June 8, 1999, I was admitted to practice law in the State of
17 California and the federal courts. I have remained in good standing as a member of the California
18 Bar since admission through the present time. I have litigated numerous successful wage and
19 hour class actions in California. From the date of my admission to the bar through December 31,
20 2020, I solely worked at the Law Office of Joseph Antonelli. I became a partner at the Law
21 Office of Joseph Antonelli on July 1, 2007. On January 1, 2021, I opened my own firm, Janelle
22 Carney – Attorney at Law, APC. I have solely focused on wage and hour class actions during
23 my tenure with Law Office of Joseph Antonelli and continue to do so at the present time.

24 4. During my employment with the Law Office of Joseph Antonelli, our office in
25 conjunction with the Law Offices of Kevin T. Barnes, completed a court trial in the case of
26 Mutuc v. Huntington Memorial Hospital, Case No. BC288727. Joseph Antonelli and declarant
27 have been successful in obtaining favorable published opinions for employees in the state of
28 California on at least eight (8) major issues.

1 **CLASS ACTION EXPERIENCE**

2 I have previously served as class counsel in a number of class action cases, including
3 wage and hour matters. The following is a sample of matters wherein I have been approved as
4 class counsel:

5 **SAN DIEGO COUNTY**

6 **SHARP HEALTHCARE**

7 (1) On or about September 25, 2020, Honorable Kenneth J. Medel entered an Order
8 Granting Final Approval of Settlement, in Espinoza v. Sharp Healthcare, San Diego Superior
9 Court Case No. 37-2018-00034031-CU-OE-CTL. The Law Office of Joseph Antonelli and other
10 counsel were approved as class counsel for settlement purposes. Judge Kenneth J. Medel
11 approved the settlement in the amount of **\$2,125,000.00**, awarded attorneys' fees in the amount
12 of 708,333.30 (33.33% of the settlement), and awarded an enhancement of \$15,000.00 to the
13 Class Representative.

14 **VIBRA HEALTHCARE WAGE AND HOUR CASES**

15 (2) On or about September 7, 2018, Honorable Richard E.L. Strauss entered an Order
16 Granting Final Approval of Settlement, in Vibra Healthcare Wage and Hour Cases, JCCP No.
17 4874. The Law Office of Joseph Antonelli and other counsel were approved as class counsel for
18 settlement purposes. Judge Strauss approved the settlement in the amount of **\$5,500,000.00**,
19 awarded attorneys' fees in the amount of \$1,833,150.00 (33.33% of the settlement), and awarded
20 an enhancement to the three Class Representatives totaling \$35,000.00;

21 **CLASSIC RESIDENCE MANAGEMENT, LP dba VI**

22 (3) On or about May 31, 2016, Honorable Richard E.L. Strauss entered an Order and
23 Judgment Re: Plaintiff's Motion for Attorneys' Fees and Costs and Class Representative
24 Enhancement; and Motion for Conditional Certification and Final Approval of Class Action
25 Settlement, in Victoriano v. Classic Residence Management, LP dba Vi, San Diego Superior
26 Court Lead Case No. 37-2014-00028031-CU-OE-CTL. The Law Office of Joseph Antonelli was
27 approved as class counsel for settlement purposes. Judge Strauss approved the settlement in the
28 amount of **\$3,000,000.00**, awarded attorneys' fees in the amount of \$900,000.00 (30% of the

1 settlement), and awarded an enhancement to the Class Representative in the amount of
2 \$25,000.00;

3 **PARTY CITY**

4 (4) On or about April 6, 2009, the San Diego Superior Court entered an Order
5 Granting Plaintiff's Motion for Class Certification in the matter of Grassi v. Party City
6 Corporation, San Diego Superior Court Case No. GIC874341. The Law Office of Joseph
7 Antonelli and the Law Offices of Kevin T. Barnes were approved as class counsel in this
8 certified matter. The San Diego Superior Court entered a Final Approval order on October 15,
9 2010, approving a class wide settlement in the amount of **\$1,495,000.00**. Furthermore, the Court
10 did award \$ 25,000.00 for the class representative. Judge Steven R. Denton also awarded
11 attorneys' fees in the amount of \$498,283.50.

12 **NORTHERN CALIFORNIA COUNTIES**

13 **GOODYEAR**

14 (5) On or about May 25, 2023, Honorable Theodore Zayner entered an Order Granting
15 Final Approval and Judgment, in Franco v. The Goodyear Tire & Rubber Company, Santa Clara
16 County Superior Court Case No. 22CV393403. My firm and other counsel were approved as
17 class counsel for settlement purposes. Judge Zayner approved the settlement in the amount of
18 **\$3,500,000.00**, awarded attorneys' fees in the amount of \$1,666,666.67 (33.33% of the
19 settlement), and awarded an enhancement to the three Class Representatives totaling \$30,000.00;

20 **MANN+HUMMEL WATER & FLUID SOLUTIONS**

21 (6) On or about May 9, 2023, Honorable Donna Geck entered an Order Granting Final
22 Approval of Class Action and PAGA Settlement and Motion for Attorneys' Fees, Costs, and
23 Class Representative Service Payment, in Massey v. Mann+Hummel Water & Fluid Solutions,
24 Inc., Santa Clara County Superior Court Case No. 21CV02965. My firm and Frontier Law
25 Center were approved as class counsel for settlement purposes. Judge Geck approved the
26 settlement in the amount of **\$800,000.00**, awarded attorneys' fees in the amount of \$266,666.66
27 (33.33% of the settlement), and awarded an enhancement to the Class Representative of
28 \$7,500.00;

1 **LAND O'LAKES**

2 (7) On or about May 27, 2022, Honorable Brian McCabe entered an Order Granting
3 Final Approval of Settlement, in Inacio v. Land O'Lakes, Inc., et al., Merced County Superior
4 Court Case No. 19CV-04520. Janelle Carney – Attorney at Law, APC, Frontier Law Center, and
5 the Law Office of Joseph Antonelli and other counsel were approved as class counsel for
6 settlement purposes. Judge McCabe approved the settlement in the amount of **\$500,000.00**,
7 awarded attorneys' fees in the amount of \$1,666,666.67 (33.33% of the settlement), and awarded
8 an enhancement to the Class Representative in the amount of \$10,000.00;

9 **DOCTORS HOSPITAL OF MANTECA, INC.**

10 (8) On or about November 23, 2020, Honorable Jayne Lee entered an Order Granting
11 Final Approval of Settlement, in Lyle v. Doctors Hospital of Manteca, Inc., et al., San Joaquin
12 County Superior Court Case No. STK-CV-UOE-2016-6523. The Law Office of Joseph
13 Antonelli and other counsel were approved as class counsel for settlement purposes. Judge
14 Strauss approved the settlement in the amount of **\$3,750,000.00**, awarded attorneys' fees in the
15 amount of \$1,250,000.00 (33.33% of the settlement), and awarded an enhancement to the three
16 Class Representatives totaling \$7,900.00;

17 **JIFFY LUBE**

18 (9) On or about May 2, 2007 the Santa Clara Superior Court by the Honorable Jack
19 Komar entered an Order granting final approval in the matter of Jiffy Lube Overtime Cases,
20 Santa Clara Case No. 03CV817723. The Law Office of Joseph Antonelli and the Law Offices of
21 Kevin T. Barnes were approved as class counsel. The case involved mis-classification of
22 defendant's salaried exempt employees titled "General Managers," meal violations, rest
23 violations, and pay stub violations. The court approved the settlement in the amount of
24 **\$6,000,000.00**. Each of the four class representatives was awarded an individual award of
25 \$20,000. Judge Komar also awarded attorneys' fees in the amount of \$1,800,000;

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SAN BERNARDINO COUNTY

CHICK-FIL-A

(10) On or about December 9, 2022, Hon. David Alvarez granted Final Approval of Class Action Settlement in the amount of **\$105,000.00** in the matter of Caro v. EM KMR LLC dba Chick-Fil-A/Colonies Crossroads San Bernardino Superior Court Case No. CIVD2126991. Janelle Carney – Attorney at Law, APC was approved as Class Counsel for all purposes. Class Counsel was awarded \$35,000.00 in attorneys’ fees. Furthermore, the Court awarded the class representative an enhancements in the amount of \$10,000.00.

KAISER FOUNDATION HOSPITALS

(11) On or about October 21, 2019, Hon. David S. Cohn granted Final Approval of Class Action Settlement in the amount of **\$20,000,000.00** in the matter of Tilton v. Kaiser Foundation Hospitals, San Bernardino Superior Court Case No. CIVDS1517937. The Law Office of Joseph Antonelli, the Law Offices of Kevin T. Barnes, Law Offices of Sahag Majarian II, and United Employees Law Group, PC were approved as Class Counsel for all purposes. Furthermore, the Court did award class representative enhancements in the amount of \$30,000 to one lead Plaintiff and \$20,000 to the second lead Plaintiff.

ST. MARY MEDICAL CENTER

(12) On or about March 21, 2019, Hon. Bryan F. Foster granted Final Approval of Class Action Settlement in Sanchez v. St. Mary Medical Center, San Bernardino Superior Court Case No. CIVDS1304898, approving a class action settlement of **\$5,750,000**. The Law Office of Joseph Antonelli, the Law Offices of Kevin T. Barnes, and Mahoney Law Group were approved as Class Counsel for all purposes. The Sanchez matter was certified on several key subclasses, including overtime theories on behalf of class members that were part of a union and not paid daily overtime premiums and AWS theories. The Sanchez theories certified and set for trial were similar to claims being litigated in the Tilton action. Furthermore, the Court did award \$15,000.00 for the class representative, a former employee at the time she filed the class action complaint. Furthermore, Judge Foster awarded attorneys’ fees in the amount of 1/3 of the common fund in the amount of \$1,916,666.60.

1 **UNIFIRST CORPORATION**

2 (13) On or about February 4, 2016, Hon. Gilbert Ochoa entered an Order Granting
3 Final Approval of a Proposed Class Action Settlement in Alvidrez v. Unifirst Corporation, San
4 Bernardino Superior Court Case No. CIVRS 1308105, approving a class action settlement of
5 **\$1,100,000**. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were
6 approved as class counsel for settlement purposes. Furthermore, the Court did award \$25,000.00
7 each for two (2) of the class representatives. Furthermore, Judge Ochoa awarded attorneys' fees
8 of \$330,000;

9 **AMERICAN INCOME LIFE INSURANCE COMPANY**

10 (14) On or about December 12, 2014, Hon. Keith D. Davis entered an Order
11 Granting Final Approval of a Proposed Class Action Settlement in Hoover v. American Income
12 Life Insurance Company, San Bernardino Superior Court Case No. CIVRS 910758, approving a
13 class action settlement of **\$6,250,000.00**. The Law Office of Joseph Antonelli and other counsel
14 were approved as class counsel. Furthermore, the Court did award \$25,000.00 each for two (2)
15 of the class representatives. Judge Davis also awarded attorneys' fees in the amount of
16 \$2,083,333.33;

17 **LOS ANGELES COUNTY**

18 **HUNTINGTON MEMORIAL HOSPITAL**

19 (15) On or about January 21, 2004, the Los Angeles Superior Court Judge Thomas
20 Willhite entered an order granting class certification in Mutuc v. Huntington Memorial Hospital,
21 Los Angeles Superior Court Case No. BC288727. The case involved an alleged illegal pay plan
22 and a pay stub class. The Law Office of Joseph Antonelli and the Law Offices of Kevin T.
23 Barnes were approved as class counsel and served as trial counsel in this matter, with trial
24 testimony and argument concluding on April 6, 2007. The matter was re-opened for closing
25 argument on July 23, 2007. As set forth above the same issue that is present in the case at bar
26 was at issue in the Mutuc matter. The Mutuc matter was tried in approximately 12 days,
27 including partial days and opening and closing statements. Furthermore, there were a total 28 of
28 witnesses who testified. The case resulted in an approximate **\$32.8 million** award for the class

1 and ultimately settled with the related case of Kiely v. Huntington Memorial Hospital for \$60
2 million. The Court approved attorneys' fees in the amount of \$18,000,000.00. Furthermore, the
3 Court did award \$50,000.00 for each of the Mutuc class representatives and \$20,000.00 for the
4 Kiely representative;

5 (15a) On or about January 5, 2009, the Honorable William A. MacLaughlin entered an
6 Order Granting Final Approval of Settlement, Class Representative Enhancements, Attorneys'
7 Fees, and Costs in the matter of Kiely v. Huntington Memorial Hospital, Los Angeles Superior
8 Court Case No. BC364972, which was settled together with related matter Mutuc v. Huntington
9 Memorial Hospital, Los Angeles Superior Court Case No. BC288727. The Law Office of
10 Joseph Antonelli and the Law Office of Kevin T. Barnes were approved as class counsel for
11 settlement purposes;

12 **PAGADUAN V. TENET HEALTHCARE**

13 (16) The Law Office of Joseph Antonelli, the Law Offices of Kevin T. Barnes, and
14 others were approved as class counsel in the matter of Pagaduan v. Tenet Healthcare, JCCP No.
15 4377. After obtaining class certification, the Los Angeles Superior Court by the Honorable Carl
16 West, Judge Presiding, later on or about May 7, 2009, granted final approval of a class action
17 settlement. The court approved the settlement in the amount of **\$85,000,000.00**. Furthermore,
18 the Court did award \$75,000 for each of the named class representatives. Additionally, the Court
19 awarded the requested \$7,500.00 to three (3) other representatives. Judge West also awarded
20 attorneys' fees in the amount of \$22,844,022.50;

21 **METHODIST HOSPITAL OF SOUTHERN CALIFORNIA**

22 (17) On or about November 12, 2008, Hon. Victoria Chaney entered an Order
23 Granting Final Approval of a Proposed Class Action Settlement in Davis v. Methodist Hospital
24 of Southern California, Los Angeles Superior Court Case No. BC380177, approving a class
25 action settlement of **\$20.25 million**. The Law Office of Joseph Antonelli and the Law Offices of
26 Kevin T. Barnes were approved as class counsel for settlement purposes. Furthermore, the Court
27 did award \$20,000.00 for two (2) of the class representatives and \$5,000 for one class
28 representatives. Judge Chaney also awarded attorneys' fees in the amount of \$3,989,087.50;

1 **CHILDREN’S HOSPITAL LOS ANGELES**

2 (18) The Law Office of Joseph Antonelli was declared Lead Class Counsel in the
3 matter of Mays v. Children’s Hospital Los Angeles, Los Angeles Superior Court Case No.
4 BC477830. On or about May 17, 2016, the Honorable Ann I. Jones granted preliminary
5 approval of class action settlement in the amount of **\$27,000,000.00**, attorneys’ fees in the
6 amount of \$9,000,000.00, and class representative enhancements to the five (5) Class
7 Representatives in an amount totaling \$67,500.00. At the final approval on September 19, 2016
8 the Court entered Final Approval of the Class action settlement and awarded the attorneys’ fees
9 request of 33 1/3% in the amount of \$9,000,000 in addition to awarding the class representative
10 enhancements in the amounts requested ranging from \$10,000 to \$25,000 for each of the five (5)
11 representatives;

12 **GOOD SAMARITAN HOSPITAL**

13 (19) The Law Office of Joseph Antonelli was approved as class counsel in the matter
14 of Hoffman v. Good Samaritan Hospital, Los Angeles Superior Court Case No. BC564721. The
15 William F. Highberger entered an Order and Judgment Re: Plaintiff’s Motion for Attorneys’
16 Fees and Costs and Class Representative Enhancements and Motion for Conditional Certification
17 and Final Approval of Class Action Settlement on or about February 8, 2016, approving a
18 settlement in the amount of **\$6,175,000.00**, attorneys’ fees in the amount of \$1,500,000.00 and
19 Class Representative Enhancements to the two (2) Class Representatives in the amount of
20 \$25,000.00 each;

21 **WHITE MEMORIAL MEDICAL CENTER**

22 (20) The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes
23 were Class Counsel in the matter of Chamber v. White Memorial Medical Center, et al. and
24 Flynn v. Glendale Adventist Medical Center, et al., Los Angeles Superior Court Case No.
25 BC426335, in which the Honorable William F. Highberger was presiding and approved a final
26 settlement in the amount of **\$8,750,000**, attorneys’ fee request of \$2,916,966 and class
27 representative enhancement awards of \$40,000 to both class representatives;

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1 **KAISER PERMANENTE HOSPITAL**

2 (21) The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes
3 were Class Counsel in the matter of Martin v. Kaiser Foundation Hospitals, et al., Case No.
4 BC395992 in which the Honorable Jane L. Johnson was presiding and approved a final
5 settlement in the amount of **\$21,750,000**, attorneys' fee request of \$5,437,500 and class
6 representative enhancement awards of \$90,000 to both class representatives;

7 **IRON MOUNTAIN**

8 (22) The Law Office of Joseph Antonelli was approved as Class Counsel in the matter
9 of Casanova v. Iron Mountain Information Management Services, Inc., Los Angeles Superior
10 Court Case No. BC543256, in which the Honorable Kenneth Freeman was presiding and
11 approved a final settlement on January 13, 2016, in the amount of **\$2,800,000.00**, attorneys' fee
12 request of \$840,000.00, and class representative enhancement award of \$6,500.00 to each of the
13 three Class Representatives;

14 **ROBERT HALF**

15 (23) On or about September 18, 2006, the Los Angeles Superior Court Judge Edward
16 R. Ferns entered an order granting class certification in Lafitte v. Robert Half International, Inc.,
17 Los Angeles Superior Court Case No.: BC321317. The Law office of Joseph Antonelli and Law
18 Office of Kevin Barnes were approved as class counsel. This case involved a mis-classification
19 concerning exempt employees. The Honorable Mary H. Strobel entered an order of Final
20 Approval on April 10, 2013 approving the settlement of **\$19,000,000.00**. The Law Offices of
21 Kevin T. Barnes and Law Office of Joseph Antonelli were approved as class counsel in this
22 certified matter. The attorneys' fee award was in the amount of 33 1/3 % of the settlement.
23 Furthermore, the Court did award the cumulative amount of \$80,000.00 for the three (3) class
24 representatives in the individuals amounts of \$15,000.00, \$25,000.00 and \$40,000.00;

25 **FIRST CHOICE**

26 (24) The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes
27 were approved as class counsel in the certified matter of Jaimez v. DAIOHS, U.S.A., Inc. (First
28 Choice), Los Angeles Superior Court Case No. BC372665. This case involved mis-classification

of employees, meal period and rest period violations, pay stub, and waiting time penalty classes. On January 4, 2011, Judge Ralph W. Dau entered an order certifying the classes. On October 20, 2011, final approval was granted in the total amount of **\$1.7 million**. Furthermore, the Court did award the cumulative amount of \$60,000.00 for the three (3) class representatives in the individual amounts of \$10,000.00, \$20,000.00 and \$30,000.00. Judge Dau also awarded attorneys' fees in the amount of \$600,000;

LOWES

(25) On or about April 16, 2008, the Los Angeles County Superior Court granted final approval of a class action settlement in the matter of Hall v. Lowes HIW, Case No. BC325832. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were approved as class counsel. The court approved the settlement in the amount of **\$23,000,000.00**. The two (2) lead class representatives received \$25,000 each as individual awards. The Court also awarded attorneys' fees in the amount of \$5,750,000;

ORANGE COUNTY

ST. JUDE HOSPITAL

(26) On or about September 10, 2018, the Honorable William Claster entered an Order and Final Judgment Granting Attorney's Fees and Costs and Class Representative Enhancement and Motion for Final Approval of Class Action Settlement in the matter of Davis and Krajec v. St. Jude Hospital and Mission Hospital Regional Medical Center, Orange County Superior Court Case No. 30-2012-00602596-CU-OE-CXC. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were approved as class counsel. Judge Claster awarded attorneys' fees of \$2,141,000, from the gross settlement value of **\$7,500,000** and the Court did award enhancement amounts of \$12,000, for Leah Davis, a current employee and class representative and \$10,000 for Amy Krajec, Marilyn Lentini, and Sandra Murray each of the other three (3) former employees and class representatives;

MILLER V. CHOC

(27) On or about April 25, 2016, the Honorable Gail A. Andler entered a Revised Order and Judgment Granting Final Approval of Class Action Settlement in the matter of Miller

1 v. Children's Hospital of Orange County, Orange County Superior Court Case No. 30-2014-
2 00723026- CU- OE- CXC. The Law Office of Joseph Antonelli and the Law Offices of Dennis
3 Moss were approved as class counsel Judge Andler awarded attorneys' fees of \$1,500,000 or
4 30% of the gross settlement value of **\$4,500,000.00** and an enhancement award of \$10,000 (the
5 amount requested by Class Counsel) for Class Representative, Erik Mara;

6 **MARACINE v. MESA VERDE CONVALESCENT HOSPITAL**

7 (28) On or about July 7, 2017, the Honorable Robert J. Moss entered an Order
8 Determining Good Faith and Granting Final Approval of Settlement and Entry of Judgment in
9 Maracine v. Mesa Verde Convalescent Hospital, Inc., Orange County Superior Court Case No.
10 30-2015-00780115-CU-OE-CXC, approving a class action settlement of **\$1,375,000.00**. The
11 Law Office of Joseph Antonelli was approved as Class Counsel for settlement purposes.
12 Furthermore, the Court did award \$20,000.00 for the class representative. Judge Sanders also
13 awarded attorneys' fees in the amount of \$412,500;

14 **PATE v. CHILDREN'S HOSPITAL OF ORANGE COUNTY**

15 (29) The Law Office of Joseph Antonelli, the Law Offices of Kevin T. Barnes, and
16 others were approved as class counsel and other counsel were approved by the Orange County
17 Superior Court by Judge David Velasquez, as Class Counsel in the matter of Pate, et. al. v.
18 Children's Hospital of Orange County (CHOC), Case No. 05CC00303 and a related case of York
19 v. CHOC, Case No.30-2011-00465444CU-OE-CX. On March 8, 2010, the Court granted class
20 certification in Pate, and on March 23, 2012 final approval was granted in both matters, totaling
21 in the amount of **\$17,500,000**. Furthermore, the Court did award amounts ranging from \$25,000,
22 \$15,00 and \$10,000 for each of the four (4) class representatives. The Court also awarded
23 attorneys' fees in the amount of \$4,686,862 in the Pate matter, and \$375,000 in the York matter;

24 **ST. JOSEPH HOSPITAL OF ORANGE (SJHO)**

25 (30) On or about June 24, 2009, the Honorable Nancy Wieben Stock entered an Order
26 Partially Granting and Partially Denying Plaintiffs' Motion for Class Certification in the matter
27 of Oberschlake v. St. Joseph Hospital of Orange, Orange County Superior Court Case No.
28 05CC00301. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were

1 approved as class counsel. On or about May 20, 2011, the Honorable Nancy Wieben Stock
2 further entered Orders Granting Preliminary and Final Approval of Class Action Settlement.
3 Judge Stock did award attorneys' fees of \$4,000,000 or 33.33% of the gross settlement value of
4 **\$12,000,000**. Furthermore, the Court did award \$20,000.00 for each of the class representatives;

5 **HOAG**

6 (31) On or about June 14, 2012, Honorable Gail Andler entered an Order Granting
7 Final Approval of Class Action Settlement in Corona v. Hoag Memorial Hospital Presbyterian,
8 Orange County Superior Court Case No 30-2009-00295587. The Law Office of Joseph
9 Antonelli and the Law Offices of Kevin T. Barnes were approved as class counsel. Judge Andler
10 did approve the gross settlement of **\$4,000,000**. Furthermore, the Court did award \$20,000.00
11 for each of the class representatives. Judge Andler also awarded attorneys' fees in the amount of
12 \$1,333,320.00;

13 **STAPLES**

14 (32) On or about November 10, 2005, the Honorable Ronald L. Bauer granted class
15 certification in Staples Overtime Cases, JCCP No. 4235. The Law Office of Joseph Antonelli,
16 the Law Offices of Kevin T. Barnes, and others were approved as class counsel. The case
17 involved misclassification of defendant's salaried exempt "manager" employees. The Court also
18 entered Final Approval Order on or about April 16, 2008, approving a class action settlement in
19 the amount of **\$38,000,000**. Furthermore, the Court did award \$5,000.00 for five (5) of the class
20 representatives. Judge Bauer also awarded attorneys' fees in the amount of \$11,400,000;

21 **RIVERSIDE COUNTY**

22 **PARKVIEW COMMUNITY HOSPITAL**

23 (33) On or about September 13, 2016, Hon. Sharon J. Waters entered an Order and
24 Judgment regarding Attorneys' Fees and Costs and Class Representative Enhancement, and
25 Motion for Final Approval in the matter entitled Bart v. Parkview Community Hospital Medical
26 Center, Riverside Superior Court Case No. RIC 1406044, approving a class action settlement of
27 **\$2,550,000.00**. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes
28

1 were approved as class counsel. Furthermore, the Court did award \$35,000.00 for the class
2 representative. Judge Waters also awarded attorneys' fees in the amount of \$805,000;

3 **UNITED STATES DISTRICT COURT**

4 **GARCIA v. WAL-MART STORES**

5 (34) On or about September 28, 2018, Hon. Terry J. Hatter entered an Order Granting
6 Plaintiff's Motion for Class Certification, as to various classes and subclasses in Garcia v. Wal-
7 Mart Stores, Inc., United States District Court Case No. 5:16-CV-01645-TJH-RAO. The Law
8 Office of Joseph Antonelli, Law Offices of Kevin T. Barnes, and Law Office of Raphael A. Katri
9 have been appointed class counsel in said matter. The trial in this matter is currently set for
10 January 23, 2023.

11 **MOSQUEDA V. UNIFIRST**

12 (35) On or about December 17, 2015, Hon. Andre Birotte entered an Order Granting
13 Final Approval of Class Action Settlement, Attorneys' Fees and Costs, and Class Representative
14 Enhancement in Mosqueda v. Unifirst Corp., United States District Court Case No. CV 14-
15 05324-AB (VBx). The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes
16 were approved as class counsel for settlement purposes. The settlement approved was in the
17 amount of **\$2,600,000.00**. The Court did award \$25,000.00 for the class representative
18 enhancement to the former employee class representative. The court awarded the attorneys' fees
19 in the amount of \$780,000.00 or 30% of the common fund;

20 **KINDRED HEALTHCARE**

21 (36) On or about March 5, 2013, the Honorable Dean D. Pregerson entered an Order
22 Granting in Part and Denying in Part Plaintiffs' Joint Motion for Class Certification of
23 approximately 9,000 class members who worked at approximately 16 Kindred facilities in
24 California, in the matter of Escano v. Kindred Healthcare Operating, Inc., United States District
25 Court Case No. CV 09-04778 DDP (RZx). The Law Office of Joseph Antonelli, the Law Offices
26 of Kevin T. Barnes, and others were approved as class counsel. Thereafter on or about
27 September 29, 2014, the Court entered an order granting preliminary approval of a **\$16.5M**
28 settlement, including an award of 33 1/3% in attorney fees and awarding the class representative

enhancements in the amounts requested ranging from \$25,000.00 to \$20,000.00 for each of the five (5) representatives;

PROCARE ONE NURSES, LLC

(37) On or about November 21, 2011, Hon. Christina A. Snyder entered an Order Granting Final Approval of a Proposed Class Action Settlement and Judgment Thereon in Nesbitt v. Procare One Nurses, LLC, United States District Court Case No. 10-CV-09224-CAS-JEM. The Law Office of Joseph Antonelli and one other firm were appointed class counsel. The settlement was approved in the amount of **\$1,800,000.00**. Furthermore, the Court did award \$20,000.00 for the class representative. The court awarded the attorneys' fees in the amount of \$780,000.00 or 30% of the common fund; and

5. I believe that the settlement achieved is excellent as a result of various factors. This case and is being presented for preliminary approval after approximately eight months of litigation including written discovery, informal exchange of data to participate in an early mediation, and lengthy arm's length negotiations.

6. The class size is approximately 256 employees based on Defendant's data provided during the informal exchange of data in conjunction with mediation. The class is numerous and ascertainable, as all are current or former employees with Defendant. Further, Plaintiff alleges commonality with common questions of law and facts; the Plaintiff has typical claims as to the entirety of the class members; the Plaintiff have no claims that are antagonistic to the class members; the Plaintiff and Class Counsel are adequate representative and counsel, respectively; and the class action mechanism is a superior mechanism to resolve the claims of the approximately 256 Class Members. Plaintiff Sydney Houser's declaration is filed concurrently herewith.

7. While the details of the settlement for the Class Members are set forth in the proposed CLASS ACTION AND PAGA SETTLEMENT AGREEMENT ("Settlement Agreement"), the settlement for each participating Class Member and PAGA Representative Action Member is fair, reasonable, and adequate, given the inherent risk of litigation, the risk relative to class certification, and the costs of litigation. A true and correct copy of the Class

1 Action and PAGA Settlement Agreement attached hereto as **Exhibit 1** has been signed by all
2 parties.

3 8. Pursuant to Kullar v. Footlocker Retail Inc., 168 Cal. App 4th 116, 118 and Dunk
4 v. Ford Motor Co., (1996) 48 Cal.App.4th 1794, the following describes the settlement's
5 reasonableness. This case has had a concentrated litigation history as the parties had swiftly
6 moved this case quickly to the current stage, while conserving resources, including a motion for
7 coordination filed with the judicial council. Plaintiff recognizes the expense and length of
8 continued proceedings necessary to continue the litigation against Defendants through trial and
9 through any possible appeals. Plaintiff has also taken into account the uncertainty and risk of
10 denial of motion for class certification and the uncertain outcomes resulting from further
11 litigation, and the difficulties and delays inherent in such litigation. Plaintiff is also aware of the
12 burdens of proof necessary to establish liability for the claims asserted in the Action,
13 Defendant's defenses thereto, and the difficulties in establishing damages for the Plaintiffs and
14 Class Members.

15 On May 8, 2024, the Parties participated in an all-day mediation presided over by Jeff
16 Fuchsman, Esq., which led to the Class Action and PAGA Settlement Agreement. Based on the
17 foregoing, Plaintiff has determined that the settlement is a fair, adequate and reasonable
18 settlement and is in the best interests of the Class Members.

19 The reasonable exposure and settlement value are as follows:

20 **A. Strength of the Plaintiff's Case**

21 The parties have exchanged both formal and informal written discovery and several
22 hundred pages of documents. Declarant has further investigated the applicable law as applied to
23 the facts discovered regarding the alleged claims, damages, and potential defenses thereto, and
24 hired an expert to review and analyze the payroll and timekeeping records.

25 In pertinent part, the investigation has yielded the following: Plaintiff generally alleges
26 that Plaintiff, the putative class, and aggrieved employees have suffered damages; that
27 Defendant did not pay Plaintiff, the putative class, and aggrieved employees all wages and
28 overtime premiums owed to them as a result of a practice of off-the-clock work and required

1 Plaintiff and the class to take on-duty meal and rest periods; that Defendant did not pay
2 Plaintiff, the putative class, and aggrieved employees all premium wages for meal and rest
3 period violations; that Defendant did not provide Plaintiff, the putative class, and aggrieved
4 employees with legally compliant accurate itemized wage statements; that Defendant did not
5 reimburse Plaintiff and the class for out-of-pocket costs paid for necessary work expenses; that
6 Defendant owe wages, penalties, waiting time penalties, interest, attorneys' fees or other
7 damages of any kind based on a failure to fully or timely compensate Plaintiff, the putative
8 class, and aggrieved employees for all hours worked at any time on or before the last day of the
9 Relevant Time Period while working for Defendant (whether based on contract, the California
10 Wage Orders, the California Labor Code, or any other applicable law); that Defendant engaged
11 in alleged unlawful, unfair and/or fraudulent business practices under California and Business
12 and Professions Code §17200 *et seq.*; that Defendant violated the Labor Code Private Attorney
13 General's Act of 2004 ("the PAGA Claim") and that Plaintiff, the putative class, and aggrieved
14 employees were harmed by the conduct alleged in the Action. Thus, Plaintiff demanded various
15 amounts for wages, penalties, interest, costs, attorneys' fees, and other damages, on behalf of
16 themselves, the putative class, and aggrieved employees. Here, class treatment is warranted for
17 the class, as to Plaintiff's aforementioned claims.

18 As further detailed below, the risk adjusted value of the claims, excluding the
19 discretionary PAGA penalties, is approximately \$238,036.82. Thus, the settlement of
20 \$172,000.00 represents approximately 72.3% of risk adjusted value of the case which is an
21 excellent result for the class members and aggrieved employees. Plaintiff calculated the
22 reasonable PAGA penalties to be valued at \$172,000.00 based on this being an initial violation
23 against Defendant. Plaintiff believes the few cases that reported a PAGA trial that the
24 discretionary penalties are discounted by approximately 75%-85%. The parties have agreed to
25 allocate \$7,500.00 towards the PAGA penalties.

26 The risk, expense, complexity, and likely duration of further litigation: Continued
27 litigation would have been costly with uncertain recovery. While Plaintiff strongly believes in
28

her case, individual issues could have been a factor in determining damages and possible decertification, which would have resulted in the class receiving nothing.

The risk of maintaining class action status through trial: Plaintiff was confident in her ability to maintain class certification status to the paystub class. Therefore, uncertainty as to individual issues could have prevented the matter going forward as a class action through to trial.

With respect to the amount of the settlement, the number of “cents on the dollar” or percentage of total damages the settlement represents, a fair and reasonable amount. Accordingly, the settlement presented to the court is approximately ____% of the reasonable evaluation of the entire case exposure. Plaintiff discounted the claims for reasonable factors, as set forth above. Overall, under the Dunk and Kullar factors, the amount of the settlement given the risks of potentially being subject to decertification and ultimately liability given the uncertainty in the law demonstrates that the settlement is fair and reasonable.

B. Meal and Rest Period Claims

The Plaintiff’s theory on the meal break claim was based on Defendant’s failure to provide Plaintiff and the putative class members with compliant meal and rest periods under California law, or Defendant required Plaintiff and the class to take on-premises breaks that were frequently interrupted. Defendant’s policies did not provide for compliant meal and rest breaks or for Plaintiff and the putative class members from being able to take timely, legally compliant meal and rest breaks. Defendant failed to adopt, implement, and enforce a uniform meal period policy that complied with California law, due to its requirement that meals and rest breaks be taken on premises. In other words, Defendant failed to ensure it provides meals to its employees. Plaintiff has demonstrated that she was required to remain on premises and was frequently interrupted to attend to work requests while on meal break. As such, Defendant failed to provide Plaintiff and the putative class members with duty-free meal periods as required by California law. The difficulty in Plaintiff’s theory is that this would require survey experts and an analysis to ensure that there was a company-wide experience.

1 Plaintiff calculated maximum meal break exposure to be approximately \$133,796.61.
2 This calculation was arrived at by reviewing the data and analyzing all shifts in excess of five
3 hours. In reviewing the data, Plaintiff discovered a violation rate on an average of 78.21%,
4 resulting in maximum exposure of \$133,796.61. The higher violation rates occurred in the
5 beginning of the class period with a lower violation rate at the end of the class period. Plaintiff
6 further discounted the meal break claim to account for individual issues, risks of certification,
7 and liability to arrive at a risk adjusted exposure value of this claim at **\$100,347.46** or
8 approximately 75% of the maximum exposure.

9 As to the rest period claim, Plaintiff alleges that Defendant failed to adopt, implement,
10 and enforce a uniform rest period practice that complied with California law. Defendant failed
11 to authorize and permit Plaintiff and the putative class members to take duty-free rest periods of
12 10 minutes for every four hours worked or major fraction thereof, by requiring Plaintiff and the
13 putative class members to regularly work through their rest periods to complete their duties
14 and/or remain on the premises for their breaks. As such, Plaintiff and the putative class
15 members were not authorized or permitted to take their duty-free off premises rest periods.
16 Plaintiff relied on her personal experience to arrive at a maximum exposure value of
17 \$182,712.76. The maximum exposure is based on a violation rate of approximately 2 rest
18 period violations per week. Plaintiff places a reasonable settlement value of **\$60,295.21** or
19 approximately 33% of maximum exposure to account for potential difficulties in certifying a
20 rest period class and for liability purposes. Defendant contends that the class is not amenable to
21 certification as a result of a myriad of individual issues. Accordingly, the settlement value
22 results in approximately one rest period violation per pay period.

23 C. Overtime/Off-the-Clock

24 Plaintiff alleges that Defendant failed to pay Plaintiff and the class for all hours worked.
25 Specifically, Plaintiff would be asked to complete additional work by supervisors after she had
26 clocked out at the end of her shift, resulting in unpaid overtime. The maximum exposure on the
27 overtime/off -the-clock claim is approximately \$69,233.15, which assumes 5 minutes of unpaid
28 overtime per shift. Accordingly, the risk adjusted exposure value of the overtime/off-the-clock

claim is **\$22,846.94** based on the risk and likelihood of pursuing through trial given the lack of objective evidence. This valuation takes into consideration Plaintiff's counsels' analysis of the law, evidence produced by Defendant. This valuation is 33% of the maximum liability related to the overtime/off-the-clock claim.

D. Work Expenditure Reimbursement

Labor Code Section 2802 requires an employer to "indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties." Here, Plaintiff incurred out-of-pocket expenses in connection with her employment, including but not limited to out-of-pocket expenses for her uniform and training. Despite the fact that these items are reasonably necessary to perform the work, Defendant does not reimburse Plaintiff or other class members for incurring those expenses. Plaintiff's expert's exposure figure is estimated at a flat rate of \$150 per year per employee. The maximum exposure on the Work Expenditure Reimbursement claim is approximately \$41,400. Accordingly, the risk adjusted exposure value of the work expenditure claims is **\$4,140** based on the fact that the uniform policy required employees to wear clothing that was general and not specific to the employer's brand. This valuation takes into consideration Plaintiff's counsels' analysis of the law, evidence produced by Defendant. This valuation is 10% of the maximum value of the work expenditure reimbursement claim.

E. Paystub Claim

Plaintiff alleges that Defendant willfully failed to provide accurate itemized wage statements to her and other putative class members pursuant to *Labor Code* Section 226. Specifically, Defendant's wage statements did not include accurate information uniformly for all employees due to failure to provide the correct rates of pay based on the failure to calculate the regular rate correctly. This is a derivative and stand-alone claim as Defendant's pay stubs do not report total hours worked as required by *Labor Code* Section 226(a), which obligates an employer to provide employees with an "accurate itemized statement in writing" which shows, inter alia, "total hours worked" by the employee. (*Labor Code* Section 226(a).) Plaintiff believes the risk adjusted exposure value of this claim is approximately **\$43,362.50** or 25% of the

1 maximum exposure. This is especially true given the case of *Maldonado v. Epsilon Plastics,*
2 *Inc.*, 22 Cal.App.5th 1308 (2018), where the Court of Appeal stated pure derivative pay stub
3 claims are not viable and there is a question now in light of *Naranjo v. Spectrum Security*
4 *Services, Inc.*, 15 Cal. 5th 1056 (2024), which expressed a good faith defense for employers
5 facing said penalties.

6 **F. Waiting Time Penalty**

7 The waiting time penalty claim is derivative. Accordingly, the risk adjusted exposure
8 value of the waiting time penalty claim is approximately **\$67,339.92**. The is based on the
9 assumption that Plaintiff could prevail on approximately 10% of the full value of the claim. The
10 Plaintiff discounted the full value of the claim as it is not reasonable to believe that the Court
11 would award 100% of the waiting time penalties to each class member that is no longer with the
12 company, on a pure derivative basis. The reasonable exposure is based on risk and the fact that
13 waiting time penalties are not awarded if a good faith dispute exists as the class would not have
14 been able to prove “willful” withholding of wages. Furthermore, as stated above, this was a
15 derivative claim. Plaintiff considered that under *Labor Code* Section 203 there is only a penalty
16 if “an employer willfully fails to pay” all wages due to an employee upon separation.
17 Willfulness does not exist if there is a “good faith dispute,” in fact or law that wages were due,
18 even if the employer’s reasoning ultimately proves incorrect. *Amoral v. Cintas Corp.* (2008) 163
19 10 Cal.App.4th 1 157, 1203; Title 8 Cal. Code Regs. Section 13520 (“A ‘good faither dispute’
20 that any wages are due occurs when an employer presents a defense, based in law or fact which,
21 if successful, would preclude any recovery on part of the employee. The fact that a defense is
22 ultimately unsuccessful will not preclude a finding that a good faith dispute did exist.”)

23 9. The settlement class is composed of: Class Members: All current and former non-
24 exempt hourly individuals employed by Defendant at any time from October 20, 2019 through
25 May 31, 2024.

26 10. The settlement amount is fair and reasonable based on a review of all objective
27 evidence. The parties’ assessment of the matter is based on extensive research before and during
28

1 the litigation and the informal production of data and policies as part of the agreement to mediate
2 this matter. Additionally, Plaintiff hired an expert to evaluate the time and payroll records that
3 were produced for mediation purposes.

4 11. This settlement, subject to the Court's approval, is the product of tremendous
5 effort, and a great deal of expense by the parties and their counsel. The settlement was reached
6 after factual and legal research, informal data exchange, including an analysis of Plaintiff's and a
7 sampling of Class Members' payroll records, wage statements, and time records, review of
8 hundreds of pages of documents, including Defendant's, policies, and one full-day mediation.

9 12. I believe that the class representative individual award of Five Thousand Dollars
10 (\$5,000.00) to Sydney Houser is fair and reasonable. Furthermore, the enhancement does include
11 a very broad and comprehensive general release, a Civil Code §1542 General Release. See the
12 Declaration of Sydney Houser filed concurrently herewith. Plaintiff was instrumental in
13 providing information throughout this litigation and was vigilant to ensure class members were
14 fairly treated. Plaintiff did sign a Retainer Agreement and Duties of Class Representative
15 documents indicating that he understood the risks and obligations of acting as a Class
16 Representative.

17 13. The Class Representative was instrumental in getting the settlement figure for
18 the benefit of the class. There are few individuals that are willing to act as Class Representatives
19 in these types of actions. There is no doubt that without the Class Representative's hard work,
20 diligence, and willingness to assume a large financial risk, there would have been no recovery in
21 this case. Furthermore, the class representative does not have any conflicts of interest or claims
22 that were antagonistic to the class claims that would prevent him from fairly and adequately
23 protecting class interests through trial.

24 14. The parties have agreed to utilize the services of ILYM Group, Inc. ("ILYM") to
25 serve as the Settlement Administrator. Declarant has obtained bids for Settlement Administrator
26 services from two separate companies. A true and correct copy of ILYM's estimate dated May
27 2, 2024, to administer this settlement is attached hereto and marked as **Exhibit 2**. Said costs
28 should not exceed **\$6,950.00**.

1 15. A true and correct copy of ILYM’s qualifications is attached hereto and marked
2 as **Exhibit 3**.

3 16. The parties have allocated \$7,500.00 of the Maximum Settlement Amount as
4 Private Attorney General Act (Labor Code §2698, Et. Seq.) “PAGA” penalties. (**Exhibit 1:**
5 Settlement Agreement ¶1.33.) Furthermore, my office has uploaded the Settlement Agreement
6 to the LWDA on June 20, 2024. See Proof of Submission (**Exhibit 4**, hereto). My office will
7 upload the Notice of Motion, the Memorandum of Points and Authorities, and the declarations in
8 support of the proposed settlement to the LWDA, pursuant to Labor Code § 2699 (1)(2) upon
9 filing these papers.

10 17. Janelle Carney – Attorney at Law, APC and Frontier Law have always been
11 prepared to zealously pursue this case on behalf of the Class Members through trial on the merits
12 if necessary. All Class Counsel in this settlement maintained the best interests of the class
13 members in litigating the case and ultimately settling the matter. All counsel has agreed to a fee
14 split and advised Plaintiff of the fee split in writing and obtained consent of the class
15 representative of the fee split which is set forth in this paragraph. The client and class
16 representative has approved of the fee split in a written agreement as required by California
17 Rules of Professional Conduct 2-200(A). The fee split provides that counsel for Plaintiff Janelle
18 Carney – Attorney at Law, APC will receive **50%** of the fees and Frontier Law Center will
19 receive **50%** of the attorneys’ fees. The total amount of attorneys’ fees requested in this matter
20 is \$60,200.00. Accordingly, assuming the Court awards the full amount of attorneys’ fees, the
21 fee split would result as follows:

Janelle Carney – Attorney at Law, APC:	\$30,100.00
Frontier Law Center:	\$30,100.00
Total Fee Request	\$60,200.00

25 18. Janelle Carney – Attorney at Law, APC’s costs are approximately \$4,554.83 as of
26 the date of this declaration. Attached to this declaration as **Exhibit 5** is a true and correct copy
27 of Janelle Carney – Attorney at Law, APC’s cost bill. Frontier Law Center is submitting its own
28 itemized cost bills attached as an exhibit to its declaration, filed concurrently herewith.

1 Plaintiff's attorneys request a cost reimbursement of not more than \$10,000.00, exclusive of
2 Settlement Administration Costs. Class counsels' total costs to date are as follows:

3 Janelle Carney – Attorney at Law, APC: \$4,554.83

4 Frontier Law Center: \$3,160.45

5 Total: \$7,715.28

6 Declarant will provide a supplemental detailed cost bill along with the Final Approval
7 Declaration to verify said costs incurred and requested. Plaintiff further requests a reasonable
8 future cost estimate from the date of Preliminary Approval through final distribution of \$1,500,
9 as the current cost figures do not include final billing of costs that will result during the claims
10 process and Final Approval filings, but of course, declarants will update the Court with costs
11 incurred at the time of filing the Final Approval papers in this action. I have reviewed each cost
12 incurred to date and believe each cost to be reasonable and necessary in order to effectively
13 prosecute the claims of the class.

14 I declare under penalty of perjury under the laws of the State of California that the
15 foregoing is true and correct.

16 Executed at Chino Hills, California on this 1st day of July, 2024.

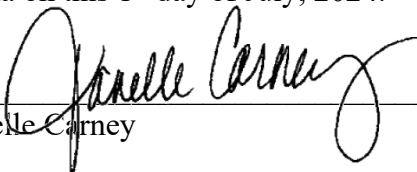
17
18 
19 Janelle Carney

Exhibit 1

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15 Attorneys for Plaintiff, Sydney Houser

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SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO

13 SYDNEY HOUSER, on behalf of herself and all
14 others similarly situated,

15 Plaintiff,

16 v.

17 THE FISH HOUSE VERA CRUZ, INC., a
18 California Corporation; and DOES 1 to 100,

19 Defendants.

) CASE NO. 37-2023-00045659-CU-OE-NC

) CLASS ACTION

) Judge: Cynthia A. Freeland

) **CLASS ACTION AND PAGA**
) **SETTLEMENT AGREEMENT**

) Action filed: October 20, 2023

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between the Parties to the civil action entitled *Houser v. The Fish House Vera Cruz, Inc.* Case No. 37-2023-00045659-CU-OE-NC, currently pending in the San Diego Superior Court (the “Action”). Plaintiff Sydney Houser (“Plaintiff”) on behalf of herself, the Class Members, and the PAGA Aggrieved Employees, and The Fish House Vera Cruz, Inc. (collectively referred to as “Defendant”) are collectively referred to as “the Parties” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means the civil action entitled *Houser v. The Fish House Vera Cruz, Inc.*, Case No. 37-2023-00045659-CU-OE-NC currently pending in the San Diego Superior Court.

1.2. “Administrator” means ILYM, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement. The estimate based on 250 class members is not to exceed \$6,950.00.

1.4. “Class Members” means “all non-exempt hourly employees who worked for Defendant in California at least one (1) day at any time from October 20, 2019, through May 31, 2024.”

1.5. “Class Counsel” means Janelle Carney of Janelle Carney – Attorney at Law, APC, Manny Starr and Adam Rose of Frontier Law Center.

1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.7. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s full name, last-known mailing address, Social Security number, and dates of employment during the class period and PAGA Pay Periods.

1.8. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as a PAGA Representative Action Member).

1.9. “Class Member Address Search” means the Administrator’s investigation and

1 search for current Class Member mailing addresses using all reasonably available sources, methods
2 and means including, but not limited to, the National Change of Address database, skip traces, and
3 direct contact by the Administrator with Class Members.

4 1.10. "Class Notice" means the NOTICE OF CLASS ACTION SETTLEMENT AND
5 HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members, if
6 applicable in the form, without material variation, attached as **Exhibit 1** and incorporated by
7 reference into this Agreement.

8 1.11. "Class Period" means the period from October 20, 2019 through May 31, 2024.

9 1.12. "Class Representative" means Sydney Houser, the named Plaintiff in the operative
10 complaints in the Action seeking Court approval to serve as a Class Representative.

11 1.13. "Court" means the Superior Court of California, County of San Diego.

12 1.14. "Defendant" means The Fish House Vera Cruz, Inc.

13 1.15. "Defense Counsel" means Harvey Berger of Berger & Williams, LLP.

14 1.16. "Effective Date" means the date by when both of the following have occurred:

15 (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement,
16 and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences:
17 (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment;
18 (b) if one or more Participating Class Members objects to the Settlement and intervenes in the
19 action, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely
20 appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues
a remittitur.

21 1.17. "Final Approval" means the Court's order granting final approval of the Settlement.

22 1.18. "Final Approval Hearing" means the Court's hearing on the Motion for Final
23 Approval of the Settlement.

24 1.19. "Final Judgment" means the Judgment Entered by the Court upon Granting Final
25 Approval of the Settlement.

26 1.20. "Gross Settlement Amount" means \$172,000.00, which is the total amount Defendant
27 agrees to pay under the Settlement except as provided in Paragraph 10 below. The Gross
28 Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments,
the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative

1 Service Payment, and the Administrator's Expenses. Class Counsel Fees and Class Counsel
2 Expenses include, without limitation, all such fees and costs incurred to date, as well as such fees
3 and costs to be incurred in documenting the settlement, securing Court approval of this Settlement
4 Agreement, and obtaining judgment in the Action.

5 1.21 Intentionally left blank.

6 1.22 "Individual Settlement Payment" means the amount of each Participating Settlement
7 Class Member's Gross Individual Settlement Payment less employee portions of state and federal
8 withholding taxes, including the employee FICA, FUTA, and SDI contributions and any other
9 applicable payroll deductions required by law as a result of the payment of the amount allocated to
10 such Participating Settlement Class Member under the terms of this Stipulation

11 1.23. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25%
12 of the PAGA Allocation calculated according to the number of Pay Periods worked during the
13 PAGA Period.

14 1.24. "Judgment" means the judgment entered by the Court at Final Approval.

15 1.25. "LWDA" means the Labor and Workforce Development Agency, the agency entitled,
16 under Labor Code section 2699, subd. (i).

17 1.26. "LWDA PAGA Payment" means the 75% of the PAGA Allocation paid to the LWDA
18 under Labor Code section 2699, subd. (i).

19 1.27. "Net Settlement Amount" means the Gross Settlement Amount, less the following
20 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
21 Payment, Representative Service Award, Class Counsel Fees Payment, Class Counsel Litigation
22 Expenses Payment, and the Administration Expenses Payment (Defendant's share of employer
23 taxes will be paid separately). The remainder is to be paid to Participating Class Members as
24 Individual Class Payments.

25 1.28. "Non-Participating Class Member" means any Class Member who opts out of the
26 Settlement by sending the Administrator a valid and timely Request for Exclusion.

27 1.29. "PAGA Pay Period" means any Pay Period during which a PAGA Aggrieved
28 Employee worked for Defendant for at least one day during the PAGA Period.

1.30. "PAGA Period" means the period from October 20, 2022 through May 31, 2024.

1.31. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.32. "PAGA Notice" means Plaintiff's letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.33. "PAGA Penalties" means the PAGA allocation to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$1,875.00) and the 75% to LWDA (\$5,625.00) in settlement of PAGA.

1.34. "Participating Class Member" refers to a Class Member who does not opt out of the class.

1.35. "Plaintiff" means Sydney Houser, the named plaintiff in the Action.

1.36. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.37. "Preliminary Approval Order" means the Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.38. "Released Class Claims" means the claims being released as described in Paragraph 6.2 below.

1.39. "Released PAGA Claims" means the claims being released as described in Paragraph 6.2 below.

1.40. "Released Parties" means: Defendant Rex Butler, Ron Butler, its present, former, or future parent companies, subsidiaries, divisions, trusts, predecessors, successors, assigns, joint venture and/or corporations; each of the foregoing's present, former or future: owners, officers, directors, shareholders, managers, members, administrators, shareholders, partners, companies, employees, insurers, successors, predecessors, and managing agents; and any and all agents, legal representatives, and/or attorneys of all of the foregoing entities or individuals.

1.41. "Representative Service Award" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. "Response Deadline" means forty-five (45) days after the Administrator mails Notice to Class Members and shall be the last date on which Class Members and may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement.

1.44. "Settlement" means the disposition of the Action effected by this Agreement and

1 the Judgment.

2 1.45. "Workweek" means any week during which a Class Member worked for Defendant
3 for at least one day, during the Class Period.

4
5 **2. RECITALS.**

6 2.1. Plaintiff Houser filed the original complaint in San Diego County Superior Court on
7 October 20, 2023. Thereafter, Plaintiff filed a First Amended Complaint ("FAC") on December
8 15, 2023 alleging eight causes of action: 1. Violation of Unfair Competition Law; 2. Failure to
9 Provide Meal Breaks; 3. Failure to Provide Rest Breaks; 4. Work Expense Reimbursement
10 Violations; 5. Violation of Labor Code §§ 351 and 353; 6. Waiting Time Penalty; 7. Wage
11 Statement Penalty; 8. PAGA. The parties in the Action have engaged in initial pre-certification
12 discovery and informal pre-mediation discovery.

13 2.2 Defendant denies any liability or wrongdoing of any kind associated with the claims
14 alleged in the Action, and further denies that the Action is appropriate for class treatment for any
15 purpose other than pursuant to this settlement. Defendant contends that it has complied at all times
16 with the California Labor Code. It is Defendant's position that, if this case were to be litigated,
17 class certification would be inappropriate because, among other things, Plaintiff is not an adequate
18 class representative, the Plaintiff's claims are not typical of putative class members, and individual
19 issues predominate over class issues.

20 2.3. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written
21 notice to Defendant and the LWDA by sending the PAGA Notice.

22 2.4 On May 8, 2024, the Parties participated in an all-day mediation presided over by
23 Jeff Fuchsman, Esq., which led to this Agreement to settle the Action.

24 2.5. Prior to mediation, Plaintiff obtained, through informal discovery, Defendant's
25 policies and procedures, a sampling of time and pay records of putative class members, and the
26 total workweeks and class members during the relevant time period. Plaintiff's investigation was
27 sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*
28 (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th
116, 129-130 ("*Dunk/Kullar*").

1 2.6. The Parties, Class Counsel, and Defense Counsel represent that they are not aware
2 of any other pending matter or action asserting claims that will be extinguished or affected by the
3 Settlement.

4 2.7. The Parties agree that the Action, the negotiation and execution of this Settlement
5 Agreement, and all acts performed or documents executed pursuant to or in furtherance of the
6 Settlement Agreement (i) shall not be used as an admission or evidence of wrongdoing by Released
7 Parties; (ii) shall not be an admission or evidence of fault by Released Parties in any action before a
8 civil, criminal, or administrative agency; and (iii) shall not be deemed to be, and may not be used
9 as, an admission or evidence of the appropriateness of these or similar claims for class certification
10 in the Action or with respect to any other proceeding.

11 **3. MONETARY TERMS.**

12 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 10 below,
13 Defendant promises to pay \$172,000.00 and no more as the Gross Settlement Amount, and to
14 separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual
15 Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll
16 taxes) before the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will
17 disburse the entire Gross Settlement Amount without asking or requiring Participating Class
18 Members to submit any claim as a condition of payment. None of the Gross Settlement Amount
19 will revert to Defendant.

20 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
21 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
22 in the Final Approval:

23 3.2.1. To Plaintiff/Class Representative: Representative Service Award to
24 the Class Representative of not more than \$5,000.00 (in addition to any Individual
25 Class Payment, and any Individual PAGA Payment, the Class Representative is
26 entitled to receive as a Participating Class Member). Defendant will not oppose
27 Plaintiff's request for a Representative Service Award that does not exceed this
28 amount. As part of the motion for Class Counsel's Fees Payment and Class
Litigation Expenses Payment, Plaintiff will seek Court approval for any
Representative Service Awards no later than sixteen (16) court days before the Final

1 Approval Hearing. If the Court approves a Representative Service Awards less than
2 the amount requested, the Administrator will retain the remainder in the Net
3 Settlement Amount. The Administrator will pay the Representative Service Awards
4 using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee
5 taxes owed on the Representative Service Awards. In exchange for the
6 Representative Service Awards, the Class Representative will execute a complete
7 and full release in favor of Defendant, as described in detail below.

8 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than
9 35%, which is currently estimated to be \$60,200 and a Class Counsel Litigation
10 Expenses Payment of not more than \$10,000.00. Defendant will not oppose requests
11 for these payments provided that do not exceed these amounts. Plaintiff and/or Class
12 Counsel will file a motion for Class Counsel Fees Payment and Class Litigation
13 Expenses Payment no later than 16 court days before the Final Approval Hearing. If
14 the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation
15 Expenses Payment less than the amounts requested, the Administrator will allocate
16 the remainder to the Net Settlement Amount. Released Parties shall have no liability
17 to Class Counsel or any other Plaintiff's Counsel arising from any claim to any
18 portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses
19 Payment. The Administrator will pay the Class Counsel Fees Payment and Class
20 Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel
21 assumes full responsibility and liability for taxes owed on the Class Counsel Fees
22 Payment and the Class Counsel Litigation Expenses Payment and holds Defendant
23 harmless, and indemnifies Defendant, from any dispute or controversy regarding
any division or sharing of any of these Payments.

24 3.2.3. To the Administrator: An Administrator Expenses Payment not to
25 exceed \$6,950.00 except for a showing of good cause and as approved by the Court.
26 To the extent the Administration Expenses are less or the Court approves payment
27 less than \$6,950.00, the Administrator will retain the remainder in the Net
28 Settlement Amount.

1 3.2.4. To Each Participating Class Member: Estimated proportionate share of
2 the Net Settlement Amount shall be determined by the Settlement Administrator
3 pursuant to the following formula: To determine the Gross Individual Settlement
4 Payment for each Participating Settlement Class Members, the Settlement
5 Administrator will:

- 6 a) The Settlement Administrator shall calculate the total aggregate
7 number of weeks that all Class Members were employed by, and worked for,
8 Defendants as non-exempt hourly individuals employed in California at any
9 time during the Class Period, excluding weeks when the Class Members did
10 not work or were on leave for the entire week ("Total Workweeks").
- 11 b) The value of each individual Qualifying Workweek shall then be
12 determined by dividing the Net Settlement Amount by the Total
13 Workweeks, resulting in the "Workweek Value." Each Individual
14 Settlement Share shall then be determined by multiplying the individual
15 Participating Class Member's number of Qualifying Workweeks by the
16 Workweek Value.
- 17 c) For taxation purposes, the Gross Individual Settlement Payment to each Participating
18 Settlement Class Member shall be allocated as follows: Eighty Percent (80%) shall be
19 attributed to penalties and interest and payable on an IRS form 1099 and Twenty
20 Percent (20%) shall be attributed to wages ("Wage Component"), to be reported on a
21 W-2 form.
- 22 d) The Settlement Administrator shall determine the eligibility for, and the amounts of, any
23 Individual Settlement Payments under the terms of this Settlement Agreement.
- 24 e) The Gross Individual Settlement Payments will be reduced by any required legal
25 deductions for each Participating Settlement Class Member. Standard employer and
26 employee payroll deductions will be made for state and federal withholding taxes and
27 any other applicable payroll deductions owed by the Participating Class Members as a
28 result of the Wage Component. The Settlement Administrator will issue a check and
W-2 Form to each Participating Settlement Class Member for the Wage Component.

f) The Parties stipulate to a) provisional class certification for purposes of settling the Action only; and b) stipulate to stay the action pending approval. The Parties agree that class certification will be revoked if the Court denies preliminary or final approval of the settlement, or if the settlement does not become final for any other reason. The Parties shall cooperate in good faith to secure a court order staying the Action and all deadlines, pending implementation of the settlement. If the settlement is declared null and void by Defendant pursuant to Paragraph 10, or if the Court denies preliminary or final approval of the settlement, the Parties will resume litigation.

3.2.4.1. Tax Allocation of Individual Class Payments. For tax purposes, settlement payments to Class Members shall be allocated (a) 80 percent as penalties and interest and (b) 20 percent as wages. Class Members shall be issued an IRS Form W-2 for amounts paid under this settlement deemed wages, and an IRS Form 1099 for the amounts allocated to penalties and interest. Settlement payments to PAGA Representative Action Members shall be allocated 100 percent as penalties, and PAGA Representative Action Members shall be issued an IRS Form 1099 and be responsible for payment of any and all taxes that are due as a result of their PAGA penalty settlement payments. Any representative service award approved by the Court will result in the issuance of an IRS Form 1099 to Plaintiff, who shall assume full responsibility and liability for the payment of taxes due on such award.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments (i.e., those that have requested exclusion). Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$7,500.00 to be paid from the Gross Settlement Amount, with 75% (\$5,625.00) allocated to the LWDA and 25% (\$1,875.00) allocated to the Individual

PAGA Payments.

3.2.5.1. PAGA Representative Action Members estimated proportionate share of the PAGA Settlement Amount shall be determined by the Settlement Administrator pursuant to the following formula:

3.2.5.1.1. Individual PAGA Aggrieved Employees who worked as current and former non-exempt hourly individuals employed by Defendant at any time from October 20, 2022 until May 31, 2024;

3.2.5.1.2. To calculate each Aggrieved Employee's proportionate share: The Settlement Administrator shall calculate the total aggregate number of Pay Periods that all PAGA Individuals were employed by, and worked for, Defendant as non-exempt hourly individuals employed in California at any time during the PAGA Period. The value of each individual Pay Period shall then be determined by dividing the PAGA Payment Amount of \$1,875.00 by the Total pay periods resulting in the "Pay Period Value." Each Individual PAGA Share shall then be determined by multiplying the Individual PAGA Member's number of Pay Periods by the Pay Period Value.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Based on a review of its records as of May 31, 2024, Defendant estimates there are 256 Class Members and 11,212 workweeks. Defendant estimates there are 131 PAGA Aggrieved Employees who worked a total of 2,285 PAGA Pay Periods.

4.2. Class Data. Not later than fifteen (15) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Upon the Court entering an order granting Final

1 Approval of the settlement, Defendant shall fund the Gross Settlement Amount, and also fund the
2 amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the
3 Administrator, as follows:

4 (a) Within 60 days of the Court entering an order granting final approval or March
5 1, 2025, whichever occurs later, Defendant shall deposit \$172,000.00 with the
6 Administrator in an interest-bearing escrow account.

7 **5. DISTRIBUTION OF SETTLEMENT FUNDS.**

8 5.1. Payments from the Gross Settlement Amount. Within fourteen (14) days after
9 Defendant funds the total Gross Settlement Amount, the Administrator will mail checks for all
10 Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the
11 Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
12 Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class
13 Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class
14 Representative Service Payment shall not precede disbursement of Individual Class Payments and
15 Individual PAGA Payments.

16 5.1.1. The Administrator will issue checks for the Individual Class Payments
17 and/or Individual PAGA Payments and send them to the Class Members via First
18 Class U.S. Mail, postage prepaid. The face of each check shall prominently state
19 the date (180 days after the date of mailing) when the check will be
20 voided. The Administrator will cancel all checks not cashed by the void date. The
21 Administrator will send checks for Individual Settlement Payments to all
22 Participating Class Members (including those for whom Class Notice was
23 returned undelivered). The Administrator will send checks for Individual PAGA
24 Payments to all Aggrieved Employees including Non-Participating Class
25 Members who qualify as Aggrieved Employees (including those for whom Class
26 Notice was returned undelivered). The Administrator may send Participating
27 Class Members a single check combining the Individual Class Payment and the
28 Individual PAGA Payment. Before mailing any checks, the Settlement
Administrator must update the recipients' mailing addresses using the National
Change of Address Database.

5.1.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member before the void date.

5.1.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" under Code of Civil Procedure Section 384, subd. (b). The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the California Controller's Unclaimed Property Fund.

5.1.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits, compensation or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement, nor, for current employees, shall such payments be included for any overtime, compensation or benefit purposes.

6. RELEASE OF CLAIMS.

Effective the earlier of the date when Court enters Judgment, or on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, and Class Counsel will release claims against all Released Parties as follows:

6.1 Plaintiff's Release. As part of the consideration for the settlement of Plaintiff's representative service award, Plaintiff individually general releases of all known and unknown claims of any type whatsoever that they may have against the Released

Parties. This release is entitled “Individual General Release,” (“Releases”). This Release is incorporated by reference and attached as Exhibit 2. This Release will include, but will not be limited to, a release of all claims under the Fair Employment and Housing Act, Americans with Disabilities Act, and Title VII of the Civil Rights Act of 1964, and all claims for wage and hour violations or compensation. This will also include a release of any and all claims, known or unknown, contingent or accrued arising out of any act or event that occurred before execution of the release, including a California Civil Code section 1542 waiver.

6.1.1 Plaintiff’s Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff’s Release, the named Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party,

6.1.2 Plaintiff expressly acknowledges that the Release will include in their effect, without limitation, all claims which Plaintiff does not know of or suspect to exist at the time of signing this Agreement, and that this Agreement contemplates the release of any such claims.

6.2 Release by Class Members:

Each Class Member who does not opt out of the settlement shall be deemed to release the Released Parties from any and all claims, known or unknown, that: were asserted in any and/or all of the complaints in the Action and/or any of Plaintiff’s letters to the LWDA (including any subsequently amended complaints or letters); and/or any and all claims, that could have been asserted based on the factual allegations in all of the complaints in the Action and/or any of Plaintiff’s letters to the LWDA (including any subsequently amended complaints or letters). This includes but is not limited to claims for or related to: pay for all hours worked/compensation due for services; calculation of the regular rate of pay; meal periods; rest periods; meal and/or rest period premiums pay, including the calculation of premium pay; wage statements; failure to reimburse for work related out-of-pocket expenses, payment of wages at termination; maintain accurate and complete records; unfair competition related to any or all of the foregoing; any unpaid

wages or compensation related to any or all of the foregoing; restitution related to any or all of the foregoing; and any penalties, including statutory or civil penalties, related to any or all of the foregoing. This release includes, but is not limited to, any and all claims pursuant to: California Labor Code §§ 200, 201, 202, 203, 204, 218, 226, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, and 2802, and 2698, et seq.; Business & Professions Code § 17200; and Industrial Welfare Commission Wage Order 5-01. The release shall run through May 31, 2024.

6.3. Release by PAGA Representative Action Members:

Each PAGA Representative Action Member, irrespective of whether he or she opts out of the settlement as a Non-Participating Class Member, shall be deemed to release the Released Parties from any and all claims, known or unknown, for civil penalties under Labor Code section 2698 et seq. (PAGA) that: were asserted in any and/or all of the complaints in the Action and/or any of Plaintiffs' letter to the LWDA (including any subsequently amended complaints or letters); and/or any and all claims, that could have been asserted based on any or all the factual allegations in any and/or all of the complaints in the Action and/or any of Plaintiff's letters to the LWDA (including any subsequently amended complaints or letters). This release includes, but is not limited to, claims for, or related to, PAGA civil penalties premised on: Labor Code §§ 200, 201, 202, 203, 204, 218, 226, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, and 2802; failure to pay overtime; failure to pay for all hours worked/compensation due for services; calculation of the regular rate of pay, including failure to include all remuneration into the regular rate for overtime, rest period premiums and meal period premiums; failure to provide meal periods and rest periods; failure to pay meal period and rest period premiums, including the calculation of the premium pay; failure to reimburse for work related out-of-pocket expenses, failure to provide accurate itemized wage statements; inaccurate wage statements; and failure to timely pay wages at termination; The release shall run through May 31, 2024

7. MOTION FOR PRELIMINARY APPROVAL. Plaintiff will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

7.1 Plaintiff's Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including a draft of the notice to be sent to the class.

7.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible

1 for expeditiously finalizing this agreement; and for appearing in Court to advocate in favor of the
2 Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's
3 Preliminary Approval to the Administrator.

4 **8. SETTLEMENT ADMINISTRATION.**

5 8.1. Selection of Administrator. The Parties have jointly selected ILYM to serve as the
6 Administrator and verified that, as a condition of appointment, ILYM agrees to be bound by this
7 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for
8 payment of Administration Expenses. The Parties and their Counsel represent that they have no
9 interest or relationship, financial or otherwise, with the Administrator other than a professional
10 relationship arising out of previous experiences administering settlements.

11 8.2. Employer Identification Number. The Administrator shall have and use its own
12 Employer Identification Number for purposes of calculating payroll tax withholdings and providing
13 reports to state and federal tax authorities.

14 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
15 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
16 section 468B-1.

17 8.4. Notice to Class Members.

18 8.4.1 No later than three (3) business days after receipt of the Class Data, the
19 Administrator shall notify Class Counsel that the list has been received and state
20 the number of Class Members, PAGA Members, earnings and Pay Periods in
21 the Class Data.

22 8.4.2. Using best efforts to perform as soon as possible, and in no event later than
23 fourteen (14) days after receiving the Class Data, the Administrator will send to all
24 Class Members identified in the Class Data, via first-class United States Postal
25 Service ("USPS") mail, the Class Notice, substantially in the form attached to this
26 Agreement as **Exhibit 1**. The first page of the Class Notice shall prominently
27 estimate the dollar amounts of any Individual Class Payment and/or Individual
28 PAGA Payment payable to the Class Member, and the total earnings during the
class period and PAGA Pay Periods (if applicable) used to calculate these amounts.
Before mailing Class Notices, the Administrator shall update Class Member

addresses using the National Change of Address database.

8.4.3. Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

8.4.4. The deadlines for Class Members' written objections, Challenges to total earnings and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5 Requests for Exclusion (Opt-Outs).

8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than forty-five (45) days after the Administrator mails the Class Notice. A Request for Exclusion is a letter from a Class Member

1 or his/her representative that reasonably communicates the Class Member's
2 election to be excluded from the Settlement and includes the Class Member's
3 name, address and email address or telephone number. To be valid, a Request for
4 Exclusion must be timely received by the Response Deadline.

5 8.5.2 The Administrator may not reject a Request for Exclusion as invalid because
6 it fails to contain all the information specified in the Class Notice. The
7 Administrator shall accept any Request for Exclusion as valid if the Administrator
8 can reasonably ascertain the identity of the person as a Class Member and the
9 Class Member's desire to be excluded. The Administrator's determination shall
10 be final and not appealable or otherwise susceptible to challenge. If the
11 Administrator has reason to question the authenticity of a Request for Exclusion,
12 the Administrator may demand additional proof of the Class Member's identity.
13 The Administrator's determination of authenticity shall be final and not
14 appealable or otherwise susceptible to challenge.

15 8.5.3 Every Class Member who does not submit a timely and valid Request for
16 Exclusion is deemed to be a Participating Class Member under this Agreement,
17 entitled to all benefits and bound by all terms and conditions of the Settlement,
18 including the Participating Class Members' Releases under Paragraphs 6.2 and
19 6.3 of this Agreement, regardless of whether the Participating Class Member
20 actually receives the Class Notice or objects to the Settlement.

21 8.5.4 Every Class Member who submits a valid and timely Request for Exclusion
22 is a Non-Participating Class Member, and shall not receive an Individual Class
23 Payment or have the right to object to the class action components of the
24 Settlement. Because future PAGA claims are subject to claim preclusion upon
25 entry of Judgment, Non-Participating Class Members who are Aggrieved

26 Employees are deemed to release the claims identified in Paragraph 6.3 of this
27 Agreement and are eligible for an Individual PAGA Payment.

28 8.6 Challenges to Calculation of Earnings. Each Class Member shall have forty-five (45)
days after the Administrator mails the Class Notice to challenge the amount and number of the total
earnings and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The

Class Member may challenge the allocation by communicating in writing with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the earnings contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of earnings and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of earnings and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

8.7 Objections to Settlement.

8.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

8.7.2 Participating Class Members may send written objections to the Administrator by mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than forty-five (45) days after the Administrator's mailing of the Class Notice.

8.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

8.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8.8.1 Toll-Free Number. The Administrator will also maintain a toll-free telephone number to receive Class Member calls.

8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their

1 validity. Not later than five (5) days after the expiration of the deadline for
2 submitting Requests for Exclusion, the Administrator shall email a list to Class
3 Counsel and Defense Counsel containing (a) the names and other identifying
4 information of Class Members who have timely submitted valid Requests for
5 Exclusion ("Exclusion List"); (b) the names and other identifying information of
6 Class Members who have submitted invalid Requests for Exclusion; (c) copies of
7 all Requests for Exclusion from Settlement submitted (whether valid or invalid).

8 8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide
9 written reports to Class Counsel and Defense Counsel that, among other things,
10 tally the number of: Class Notices mailed or re-mailed, Class Notices returned
11 undelivered, Requests for Exclusion (whether valid or invalid) received,
12 objections received, challenges to earnings and/or Pay Periods received and/or
13 resolved, and checks mailed for Individual Class Payments and Individual PAGA
14 Payments ("Weekly Report"). The Weekly Reports must provide the
15 Administrator's assessment of the validity of Requests for Exclusion and attach
16 copies of all Requests for Exclusion and objections received.

17 8.8.4 Earnings Challenges. The Administrator has the authority to address and
18 make final decisions consistent with the terms of this Agreement on all Class
19 Member challenges over the calculation of total earnings. The Administrator's
20 decision shall be final and not appealable or otherwise susceptible to challenge.

21 8.8.5 Administrator's Declaration. Not later than ten (10) days before the date by
22 which Plaintiffs are required to file the Motion for Final Approval of the Settlement,
23 the Administrator will provide to Class Counsel and Defense Counsel, a signed
24 declaration suitable for filing in Court attesting to its due diligence and compliance
25 with all of its obligations under this Agreement, including, but not limited to, its
26 mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of
27 Class Notices, attempts to locate Class Members, the total number of Requests for
28 Exclusion from Settlement it received (both valid or invalid), the number of written
objections and attach the Exclusion List. The
Administrator will supplement its declaration as needed or requested by the Parties

and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

8.8.6 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

9. CLASS SIZE ESTIMATES

Based on its records, Defendant estimates that, as of May 31, 2024, (1) there are 256 Class Members who worked a total of 11,212 workweeks and (2) there are 131 PAGA Representative Action Members who worked a total of 2,285 Pay Periods during the PAGA Period current as of May 31, 2024.

10. DEFENDANT'S RIGHT TO WITHDRAW.

If the number of valid Requests for Exclusion identified in the Exclusion List exceeds five percent (5%) of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

11. MOTION FOR FINAL APPROVAL.

Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of the Proposed Judgment to Defense Counsel before filing the Motion for

1 Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person
2 or by telephone, and in good faith, to resolve any disagreements concerning the Proposed Order
3 and Judgment.

4 11.1 Response to Objections. Each Party retains the right to respond to any objection raised
5 by a Participating Class Member, including the right to file responsive documents in Court no later
6 than five (5) court days before the Final Approval Hearing, or as otherwise ordered or accepted by
7 the Court.

8 11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
9 Approval on any material change to the Settlement (including, but not limited to, the scope of
10 release to be granted by Class Members), the Parties will expeditiously work together in good faith
11 to address the Court's concerns and negotiate revisions to the Agreement as necessary to obtain
12 Final Approval. The Court's decision to award less than the amounts requested for the
13 Representative Service Awards, Class Counsel Fees Payment, Class Counsel Litigation Expenses
14 Payment and/or Administrator Expenses Payment shall not constitute a material modification to the
15 Agreement within the meaning of this paragraph.

16 11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,
17 the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
18 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
19 and (iii) addressing such post-Judgment matters as are permitted by law.

20 11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms
21 and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
22 Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
23 respective counsel, and all Participating Class Members who did not object to the Settlement as
24 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
25 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for
26 new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
27 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'
28 obligations to perform under this Agreement will be suspended until such time as the appeal is
finally resolved and the Judgment becomes final, except as to matters that do not affect the amount
of the Net Settlement Amount.

11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the FAC have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

1 12.3 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
2 together with its attached exhibits shall constitute the entire agreement between the Parties relating
3 to the Settlement, superseding any and all oral representations, warranties, covenants, or
4 inducements made to or by any Party.

5 12.4 Attorney Authorization. Class Counsel and Defense Counsel separately warrant
6 and represent that they are authorized by Plaintiff and Defendant, respectively, to take all
7 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to
8 effectuate its terms, and to execute any other documents reasonably required to effectuate the terms
9 of this Agreement including any amendments to this Agreement.

10 12.5 Cooperation. The Parties and their counsel will cooperate with each other and use
11 their best efforts, in good faith, to implement the Settlement by, among other things, modifying the
12 Settlement Agreement, submitting supplemental evidence and supplementing points and authorities
13 if requested by the Court. In the event the Parties are unable to agree upon the form or content of
14 any document necessary to implement the Settlement, or on any modification of the Agreement
15 that may become necessary to implement the Settlement, the Parties will seek the assistance of a
16 mediator and/or the Court for resolution.

17 12.6 No Previous Assignments. The Parties separately represent and warrant that they have
18 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
19 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
20 action, or right released and discharged by the Party in this Settlement.

21 12.7 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
22 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
23 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part
24 10, as amended) or otherwise. The Parties acknowledge and agree that (i) no provision of this
25 Agreement, and no written communication or disclosure between or among the Parties or their
26 attorneys and other advisers, is or was intended to be, nor shall any such communication or
27 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of the
28 United States Treasury Department circular 230 (31 C.F.R. part 10, as amended); (ii) the
acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax
counsel for advice (including tax advice) in connection with this Stipulation of Settlement, (b) has

1 not entered into this Agreement based upon the recommendation of any other party or any attorney
2 to any other party, and (c) is not entitled to rely upon any communication or disclosure by any
3 attorney or adviser to any other party to avoid any tax penalty that may be imposed on the
4 acknowledging part, and (iii) no attorney or adviser to any other party has imposed any limitation
5 that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of
6 whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax
7 treatment or structure of any transaction, including any transaction contemplated by this
8 Agreement.

9 12.8 Modification of Agreement. This Agreement, and all parts of it, may be amended,
10 modified, changed, or waived only by an express written instrument signed by all Parties or their
11 representatives, and approved by the Court.

12 12.9 Agreement Binding on Successors. This Agreement will be binding upon, and inure to
13 the benefit of, the successors of each of the Parties.

14 12.10 Applicable Law. All terms and conditions of this Agreement and its exhibits will
15 be governed by and interpreted according to the internal laws of the state of California, without
16 regard to conflict of law principles.

17 12.11 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
18 of this Agreement. This Agreement will not be construed against any Party on the basis that the
19 Party was the drafter or participated in the drafting.

20 12.12 Confidentiality. To the extent permitted by law, all agreements made, and orders
21 entered during Action and in this Agreement relating to the confidentiality of
22 information shall survive the execution of this Agreement.

23 12.13 Headings. The descriptive heading of any section or paragraph of this Agreement
24 is inserted for convenience of reference only and does not constitute a part of this Agreement.

25 12.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
26 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
27 weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

28 12.15 Notice. All notices, demands or other communications between the Parties in
connection with this Agreement will be in writing and deemed to have been duly given as of the
third business day after mailing by United States mail, or the day sent by email (with read receipt)

or messenger, addressed as follows:

To Plaintiffs:

Janelle Carney, Esq.
JANELLE CARNEY – ATTORNEY AT LAW, APC
14758 Pipeline Ave., Suite E
Chino Hills, CA 91709
Tel. (909) 521-9609
Email: Janelle@JanelleCarneyLaw.com

Manny Starr, Esq.
Adam Rose, Esq.
FRONTIER LAW CENTER
23901 Calabasas Road, #1084
Calabasas, CA 91302
Telephone: (818) 914-3433
Email: Manny@frontierlawcenter.com;
Adam@frontierlawcenter.com

To Defendant:

Harvey C. Berger
Berger & Williams, LLP
401 B Street, Suite 2000
San Diego, California 92101
berger@bergerwilliams.com
and to: waller@bergerwilliams.com
and to: fhvcfile@gmail.com
and to: rexbutler@mac.com
and to: rjbutlerusa@gmail.com

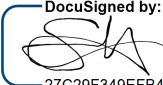
12.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP § 583.310 for the entire period of this settlement process.

12.18 Parties' Authority. The signatories represent that they are fully authorized to enter

1 into and bind the Parties to the terms and conditions of this Agreement.

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3 Executed at San Marcos, California, this 6/10/2024 day of _____, 2023.
4 (print name of city) (print name of state)

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DocuSigned by:

27C29F349EFB411...
Signature of Employee
Sydney Houser

Executed at _____, _____, this ____ day of _____, 2023.
(print name of city) (print name of state)

Defendant The Fish House Vera Cruz

By: _____

1 into and bind the Parties to the terms and conditions of this Agreement.

2

3 Executed at _____, _____, this ____ day of _____, 2023.

4

(print name of city) (print name of state)

5

6

Signature of Employee
Sydney Houser

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Executed at Newport Beach, CA, this 14th day of June, 2023.
(print name of city) (print name of state)

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Defendant The Fish House Vera Cruz

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By: [Signature]

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1 Janelle Carney (201570)
2 Janelle@JanelleCarneyLaw.com
3 JANELLE CARNEY – ATTORNEY AT LAW, APC
4 14758 Pipeline Ave., Suite E
5 Chino Hills, CA 91709
6 Telephone: (909) 521-9609/ Fax: (909) 393-0471

7 Adam Rose (210880)
8 adam@frontierlawcenter.com
9 Manny Starr (319778)
10 manny@frontierlawcenter.com
11 **FRONTIER LAW CENTER**
12 23901 Calabasas Rd., #1084
13 Calabasas, CA 91302
14 Tel.: (818) 914-3433 / Fax (818) 914-3433

15 Attorneys for Plaintiff, Sydney Houser

16
17 SUPERIOR COURT OF CALIFORNIA
18
19 COUNTY OF SAN DIEGO
20

21 SYDNEY HOUSER, on behalf of herself and all
22 others similarly situated,

23 Plaintiff,

24 v.

25 THE FISH HOUSE VERA CRUZ, INC., a
26 California Corporation; and DOES 1 to 100,

27 Defendants.

28) CASE NO. 37-2023-00045659-CU-OE-NC

) CLASS ACTION

) Judge: Cynthia A. Freeland

) **NOTICE OF CLASS ACTION**

) **SETTLEMENT AND HEARING DATE**

) **FOR FINAL COURT APPROVAL**

) Action filed: October 20, 2023

Houser v. The Fish House Vera Cruz, Inc.
Case No.: 37-2023-00045659-CU-OE-NC
San Diego Superior Court

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant, The Fish House Vera Cruz, Inc. (collectively referred to as “Defendant” or “Fish House”) for alleged wage and hour violations, including 1. Violation of Unfair Competition Law; 2. Failure to Provide Meal Breaks; 3. Failure to Provide Rest Breaks; 4. Work Expense Reimbursement Violations; 5. Waiting Time Penalty; 6. Wage Statement Penalty. The Action was filed by Sydney Houser, a former employee of Defendant. Defendant denies all alleged violations and denies that it owes class members any damages, penalties, or other remedies. The Court has not made a ruling on the merits of the case.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments (also called “Settlement Share” in this Notice), and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant's records, and the Parties' current assumptions, **(1) your estimated Settlement Share is \$ _____, the total workweeks you worked during the class period are _____, and (2) your Individual PAGA Payment is estimated to be \$ _____.** (Total Pay periods you worked during the PAGA period are _____.) The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period of October 19, 2022, through May 31, 2024.

1 If you believe that you worked more during the class period, you can submit a challenge by
2 the deadline date. See Section 4 of this Notice.

3 The Court has already preliminarily approved the proposed Settlement and approved this
4 Notice. The Court has not yet decided whether to grant final approval. Your legal rights are
5 affected whether you act or do not act. Read this Notice carefully. You will be deemed to have
6 carefully read and understood it. At the Final Approval Hearing, the Court will decide whether
7 to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and
8 Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment
9 that requires Defendant to make payments under the Settlement and requires Class Members and
10 Aggrieved Employees to give up their rights to assert certain claims against Defendant.

11 If you worked for Defendant during the Class Period and/or the PAGA Period, you have two
12 basic options under the Settlement:

13 (1) **Do Nothing.** You don't have to do anything to participate in the proposed
14 Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment.
15 As a Participating Class Member, though, you will give up your right to assert Class Period wage
16 and hour claims and PAGA Period penalty claims against Defendant.

17 (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class
18 Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the
19 Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class
20 Payment. You will, however, preserve your right to personally pursue Class Period wage claims
21 against Defendant. *You cannot opt-out of the PAGA portion of the proposed Settlement.*

22 **Defendant will not retaliate against you for any actions you take with respect to the
23 proposed Settlement.**

24 SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage and hour claims against Defendant that are covered by this Settlement (Released Claims).
---	---

You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____ (45 days)	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees, and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____ (45 days)	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class.
You can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Total Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment is based on the total workweeks you worked during the class period and your PAGA payment is based on the total pay periods, respectively. Your total workweeks and total PAGA pay periods are based on Defendant's records, as stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1 **1. WHAT IS THE ACTION ABOUT?**

2 Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating
3 California labor laws by failing to pay all wages due to failing to provide compliant, off-premises
4 meal periods and rest breaks and failure to provide accurate itemized wage statements, failing to
5 reimburse for work related expenses, and waiting time penalties. Based on the same claims,
6 Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General
7 Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action:
8 Janelle Carney of Janelle Carney – Attorney at Law, APC, Manny Starr and Adam Rose of Frontier
9 Law Center. (“Class Counsel.”)

10 Defendant strongly denies violating any laws or failing to pay any wages and contend they
11 complied with all laws.

12 **2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

13 So far, the Court has made no determination whether Defendant or Plaintiff is correct on the
14 merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort
15 to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than
16 continuing the expensive and time-consuming process of litigation. The negotiations were
17 successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing
18 to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement,
19 Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final
20 Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By
21 agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

22 The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate,
23 authorized this Notice, and scheduled a hearing to determine Final Approval.

24 **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

25 1. Defendant Will Pay \$172,000.00 as the Gross Settlement Amount (Gross
26 Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the
27 Administrator of the Settlement no earlier than March 1, 2025. The Administrator will use the
28 Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class
Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s

1 expenses, and penalties to be paid to the California Labor and Workforce Development Agency
2 (“LWDA”).

3 2. Funding of Gross Settlement Amount. Upon the Court entering an order granting
4 Final Approval of the settlement, Defendant shall fund the Gross Settlement Amount, and also fund
5 the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to
6 the Administrator, as follows:

7 (a) Within 60 days of the Court entering an order granting final approval or March 1,
8 2025, whichever occurs later, Defendant shall deposit \$172,000.00 with the
9 Administrator in an interest-bearing escrow account.

10 Within fourteen (14) days after Defendant fully funds the Gross Settlement Amount, the
11 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,
12 the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
13 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service
14 Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
15 Payment and the Class Representative Service Payment shall not precede disbursement of
16 Individual Class Payments and Individual PAGA Payments.

17 The Judgment will be final on the date the Court enters Judgment, or a later date if
18 Participating Class Members object to the proposed Settlement or the Judgment is appealed.

19 2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing,
20 Plaintiff and/or Class Counsel will ask the Court to approve the following deductions
21 from the Gross Settlement, the amounts of which will be decided by the Court at the
22 Final Approval Hearing:

23 A. Up to \$60,200 (35% of the Gross Settlement] to Class
24 Counsel for attorneys’ fees and up to \$10,000.00 for their litigation
25 expenses. To date, Class Counsel have worked and incurred expenses on
26 the Action without payment.

27 B. Class Representative Award of up to \$5,000.00 to the Class
28 Representative for filing the Action, working with Class Counsel, and
representing the Class (in addition to any Individual Class Payment, and

any Individual PAGA Payment, the Class Representative is entitled to receive as a Participating Class Member).

C. Up to \$6,950.00 to the Administrator for services administering the Settlement.

D. Up to \$7,500.00 for PAGA Penalties, allocated 75% (\$5,625.00) to the LWDA PAGA Payment and 25% (\$1,875.00) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After deducting the amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement ("Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period total workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to [e.g., interest, and penalties] ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms.

Defendant will separately pay employer payroll taxes it owes on the Wage Portion outside the gross settlement fund. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. It will be your responsibility to pay any tax owing on these amounts.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check

1 expires (the void date). If you don't cash it by the void date, your check will be automatically
2 cancelled, and the monies will be deposited with the California Controller's Unclaimed Property
3 Fund in your name. If the monies represented by your check are sent to the Controller's Unclaimed
4 Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

5 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as
6 a Participating Class Member, participating fully in the Class Settlement, unless you notify
7 the Administrator in writing, not later than _____, that you wish to opt-out. The easiest
8 way to notify the Administrator is to send a written and signed Request for Exclusion by the
9 _____ Response Deadline. The Request for Exclusion should be a letter from a Class
10 Member or his/her representative setting forth a Class Member's name, present address, telephone
11 number, and a simple statement electing to be excluded from the Settlement. Excluded Class
12 Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but
13 will preserve their rights to personally pursue wage and hour claims against Defendant.

14 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
15 themselves from the Class Settlement (Non-Participating Class Members) remain eligible for
16 Individual PAGA Payments and are required to give up their right to assert PAGA claims against
17 Defendant based on the PAGA Period facts alleged in the Action.

18 7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is
19 possible the Court will decline to grant Final Approval of the Settlement or decline to enter a
20 Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff
21 and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay
22 any money and Class Members will not release any claims against Defendant.

23 8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the
24 "Administrator") to send this Notice, calculate and make payments, and process Class Members'
25 Requests for Exclusion. The Administrator will also decide Class Member Challenges over total
26 workweeks, mail and remail settlement checks and tax forms, and perform other tasks necessary to
27 administer the Settlement. The Administrator's contact information is contained in Section 9 of this
28 Notice.

1 9. Participating Class Members' Release. After the Judgment is final and Defendant
2 has fully funded the Gross Settlement and separately paid all employer payroll taxes,
3 Participating Class Members will be legally barred from asserting any of the claims released under
4 the Settlement. This means that unless you opted out by validly excluding yourself from the Class
5 Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against The Fish House
6 Vera Cruz, Inc., or related entities for wages and penalties based on the Class Period facts and
7 PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this
8 Settlement.

9 Participating Class Members will be bound by the following release which includes all the
10 released parties as stated in the settlement agreement on file with the court including but not limited
11 to Defendant, and their subsidiaries, facilities, parents and attorneys, and agents, and each of their
12 past, present and future officers, directors shareholders, managers, general partners, employees,
13 agents, principals, owners, founders, heirs, representatives, accountants, auditors, consultants,
14 attorneys, and insurers.:

15 Each Class Member who does not opt out of the settlement shall be deemed to
16 release the Released Parties from any and all claims, known or unknown, that: were
17 asserted in any and/or all of the complaints in the Action and/or any of Plaintiff's
18 letters to the LWDA (including any subsequently amended complaints or letters);
19 and/or any and all claims, that could have been asserted based on the factual
20 allegations in all of the complaints in the Action and/or any of Plaintiff's letters to
21 the LWDA (including any subsequently amended complaints or letters). This
22 includes but is not limited to claims for or related to: pay for all hours
23 worked/compensation due for services; calculation of the regular rate of pay; meal
24 periods; rest periods; meal and/or rest period premiums pay, including the
25 calculation of premium pay; wage statements; failure to reimburse for work related
26 out-of-pocket expenses, payment of wages at termination; maintain accurate and
complete records; unfair competition related to any or all of the foregoing; any
unpaid wages or compensation related to any or all of the foregoing; restitution
related to any or all of the foregoing; and any penalties, including statutory or civil
penalties, related to any or all of the foregoing. This release includes, but is not
limited to, any and all claims pursuant to: California Labor Code §§ 200, 201, 202,
203, 204, 218, 226, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, and
2802, and 2698, et seq.; Business & Professions Code § 17200; and Industrial
Welfare Commission Wage Order 5-01. The release shall run through May 31,
2024.

27 10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and
28 Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all

1 Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or
2 not they exclude themselves from the Settlement. This means that all Aggrieved Employees,
3 including those who are Participating Class Members and those who opt-out of the Class
4 Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against The Fish
5 House Vera Cruz, Inc., or their related entities based on the PAGA Period facts alleged in the
6 Action and resolved by this Settlement.

7 The Aggrieved Employees' Releases for Participating and Non-Participating Class
8 Members are as follows:

9 Each PAGA Representative Action Member, irrespective of whether he or she opts
10 out of the settlement as a Non-Participating Class Member, shall be deemed to
11 release the Released Parties from any and all claims, known or unknown, for civil
12 penalties under Labor Code section 2698 et seq. (PAGA) that: were asserted in any
13 and/or all of the complaints in the Action and/or any of Plaintiffs' letter to the
14 LWDA (including any subsequently amended complaints or letters); and/or any and
15 all claims, that could have been asserted based on any or all the factual allegations in
16 any and/or all of the complaints in the Action and/or any of Plaintiff's letters to the
17 LWDA (including any subsequently amended complaints or letters). This release
18 includes, but is not limited to, claims for, or related to, PAGA civil penalties
19 premised on: Labor Code §§ 200, 201, 202, 203, 204, 218, 226, 226.7, 510, 512,
20 558, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, and 2802; failure to pay
21 overtime; failure to pay for all hours worked/compensation due for services;
22 calculation of the regular rate of pay, including failure to include all remuneration
23 into the regular rate for overtime, rest period premiums and meal period premiums;
24 failure to provide meal periods and rest periods; failure to pay meal period and rest
25 period premiums, including the calculation of the premium pay; failure to reimburse
26 for work related out-of-pocket expenses, failure to provide accurate itemized wage
27 statements; inaccurate wage statements; and failure to timely pay wages at
28 termination; The release shall run through May 31, 2024.

21 **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

22 A. The estimated proportionate share of the Net Settlement Amount shall be
23 determined by the Settlement Administrator pursuant to the following formula:

- 24 1. To determine the Gross Individual Settlement Payment for each Participating
25 Settlement Class Members, the Settlement Administrator:
- 26 a) Shall calculate the total aggregate number of weeks that all
27 Class Members were employed by, and worked for, Defendant as non-
28 exempt hourly individuals employed in California at any time during the

1 Class Period, excluding weeks when the Class Members did not work or were
2 on leave for the entire week (“Total Workweeks”).

- 3 b) The value of each individual Qualifying Workweek shall then be
4 determined by dividing the Net Settlement Amount by the Total
5 Workweeks, resulting in the “Workweek Value.” Each Individual
6 Settlement Share shall then be determined by multiplying the individual
7 Participating Class Member’s number of Qualifying Workweeks by the
8 Workweek Value.
- 9 c) The Gross Individual Settlement Payments will be reduced by any required
10 legal deductions for each Participating Settlement Class Member. Standard
11 employer and employee payroll deductions will be made for state and federal
12 withholding taxes and any other applicable payroll deductions owed by the
13 Participating Class Members as a result of the Wage Component. The
14 Settlement Administrator will issue a check and W-2 Form to each
15 Participating Settlement Class Member for the Wage Component, as stated
16 above.

17 2. PAGA Representative Action Members estimated proportionate share of the
18 PAGA Settlement Amount shall be determined by the Settlement Administrator pursuant to the
19 following formula:

- 20 i. Individual PAGA Aggrieved Employees who worked as current and former
21 non-exempt hourly individuals employed by Defendant at any time from
22 October 20, 2022 until May 31, 2024;
- 23 ii. To calculate each Aggrieved Employee’s proportionate share: The
24 Settlement Administrator shall calculate the total aggregate number of Pay
25 Periods that all PAGA Individuals were employed by, and worked for,
26 Defendant as non-exempt hourly individuals employed in California at any
27 time during the PAGA Period. The value of each individual Pay Period shall
28 then be determined by dividing the PAGA Payment Amount of \$1,875.00 by

1 the Total pay periods resulting in the “Pay Period Value.” Each Individual
2 PAGA Share shall then be determined by multiplying the Individual PAGA
3 Member’s number of Pay Periods by the Pay Period Value.

4 B. Total Workweek/Pay Period Challenges. The total workweeks you worked during
5 the Class Period and the number of PAGA Pay Periods you worked during the PAGA
6 Period, as recorded in Defendant’s records, are stated in the first page of this Notice. You
7 have until _____ to challenge these figures. You can submit your challenge by signing
8 and sending a letter to the Administrator via mail. (See Section 9 of this Notice for the
9 Administrator’s contact information.)

10 You need to support your challenge by sending copies of pay stubs or other records. The
11 Administrator will accept Defendant’s calculation of your total workweeks and/or Pay Periods
12 based on Defendant’s records as accurate unless you send copies of records containing contrary
13 information. You should send copies rather than originals because the documents will not be
14 returned to you. The Administrator will resolve challenges based on your submission and on input
15 from Class Counsel (who will advocate on behalf of Participating Class Members), and
16 Defendant’s Counsel. The Administrator’s decision is final. You cannot appeal or otherwise
17 challenge its final decision.

17 **5. HOW WILL I GET PAID?**

18 1. Participating Class Members. The Administrator will send, by U.S. mail, a single
19 check to every Participating Class Member (i.e., every Class Member who doesn’t opt-out)
20 including those who also qualify as Aggrieved Employees. The single check will combine the
21 Individual Class Payment and the Individual PAGA Payment. Please make sure the administrator
22 has your correct address. Payments will not be made until after March 1, 2025.

23 2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a
24 single Individual PAGA Payment check to every Aggrieved Employee who opts out of the
25 Class Settlement (i.e., every Non-Participating Class Member). Your check will be sent to the same
26 address as this Notice. If you change your address, be sure to notify the Administrator as soon as
27 possible. Section 9 of this Notice has the Administrator’s contact information.
28

1 **6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

2 Submit a written and signed letter with your name, present address, telephone number, and
3 a simple statement that you do not want to participate in the Settlement. The Administrator
4 will exclude you based on any writing communicating your request be excluded. Be sure to
5 personally sign your request, identify the Action as *Houser v. The Fish House Vera Cruz, Inc.*, and
6 include your identifying information (full name, address, telephone number, approximate dates of
7 employment, and social security number for verification purposes). You must make the request
8 yourself. If someone else makes the request for you, it will not be valid. **The Administrator must**
9 **be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the
10 Notice has the Administrator's contact information.

11 **7. HOW DO I OBJECT TO THE SETTLEMENT?**

12 Only Participating Class Members have the right to object to the Settlement. Before
13 deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court
14 to approve. At least sixteen (16) court days before the _____ Final Approval Hearing,
15 Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes,
16 among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees,
17 Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for
18 attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class
19 Representative Service Award. Upon reasonable request, Class Counsel (whose contact
20 information is in Section 9 of this Notice) will send you copies of these documents at no cost to
21 you.

22 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion
23 for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to
24 object, for example, that the proposed Settlement is unfair, or that the amounts requested
25 by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written**
26 **objections to the Administrator is _____.** Be sure to tell the Administrator what
27 you object to, why you object, and any facts that support your objection. Make sure you
28

1 identify the Action *Houser v. The Fish House Vera Cruz, Inc.*, and include your name, current
2 address, telephone number, and approximate dates of employment for Defendant and sign the
3 objection.

4 Section 9 of this Notice has the Administrator's contact information.

5 Alternatively, a Participating Class Member can object (or personally retain a lawyer to
6 object at your own cost) by attending the Final Approval Hearing. You (or your attorney)
7 should be ready to tell the Court what you object to, why you object, and any facts that support
8 your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final
9 Approval Hearing.

10 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

11 You can, but do not have to, attend the Final Approval Hearing on _____, 2024 at
12 _____ in Department N-27 of the San Diego Superior Court – North County, located at 325 S.
13 Melrose Dr., Vista, CA 92081-6695. At the Hearing, the judge will decide whether to grant Final
14 Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel,
15 Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and
16 Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either
17 personally, or virtually. Check the Court's website for the most current information.

18 It's possible the Court will reschedule the Final Approval Hearing. You should check the
19 Court's website at <https://roa.sdcourt.ca.gov/roa/> beforehand or contact Class Counsel to verify the
20 date and time of the Final Approval Hearing.

21 **9. HOW CAN I GET MORE INFORMATION?**

22 The Agreement sets forth everything Defendant and Plaintiff have promised to do under the
23 proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement
24 documents is to go to the court's website at <https://roa.sdcourt.ca.gov/roa/>. You can also
25 telephone or send an email to Class Counsel or the Administrator using the contact information
26 listed below. You can also make an appointment to personally review court documents in the
27 Clerk's Office at the San Diego Superior Court courthouse by calling (619) 450-7064.

28 **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION
ABOUT THE SETTLEMENT.**

Class Counsel:

Janelle Carney, Esq.
JANELLE CARNEY – ATTORNEY AT LAW, APC
14758 Pipeline Ave., Suite E
Chino Hills, CA 91709
Tel. (909) 521-9609
Email: Janelle@JanelleCarneyLaw.com

Manny Starr, Esq.
Adam Rose, Esq.
FRONTIER LAW CENTER
23901 Calabasas Road, #1084
Calabasas, CA 91302
Telephone: (818) 914-3433
Email: Manny@frontierlawcenter.com; Adam@frontierlawcenter.com;

Settlement Administrator: ILYM Group, Inc.
Name of Company:
Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund https://www.sco.ca.gov/upd_inss.html, for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

Exhibit 2

Case Name: Houser v. The Fish House Vera Cruz

Thursday, May 2, 2024

Requesting Attorneys Name:	Jerin Wilkinson
E-Mail:	jerin@janellecarneylaw.com
ILYM Contact:	Lisa Mullins
E-Mail:	Lisa@ilymgroup.com
Contact Number:	714.878.8836

Estimate For Administrative Solutions: Class & PAGA

KEY ASSUMPTIONS	
Total Number of Class Members	250
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
ILYM Group Static Website	No
Case Duration (Years)	1

Summary Estimate: ILYM Group Fees & Expenses

Case Startup:	\$650.00
Project Management & Noticing:	\$955.00
Notification & Mailing:	\$732.50
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$3,372.50
Case Conclusion:	\$1,240.00
Total ILYM Fees & Expenses:	\$6,950.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Houser v. The Fish House Vera Cruz

Thursday, May 2, 2024

Requesting Attorneys Name: Jerin Wilkinson

Activity	Rate Type	Unit Cost	Volume	Amount
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CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	2	\$300.00
Programming of Class Database	Hourly	\$175.00	2	\$350.00

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

Subtotal \$650.00

PROJECT MANAGEMENT & NOTICING				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	3	\$360.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	2	\$140.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	2	\$140.00
Report Processing	Hourly	\$70.00	2	\$140.00
NCOA	Flat Rate	\$75.00	1	\$75.00
Toll Free Customer Service Representative	Flat Fee	\$100.00	1	\$100.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$955.00

NOTIFICATION/MAILING				
Fulfillment of Notice, English only	Per Piece	\$1.50	250	\$375.00
USPS First Class Postage	Per Piece	\$0.64	250	\$160.00
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	38	\$75.00
Storage, Photocopies, Deliveries	Flat Fee	\$122.50	1	\$122.50

Subtotal \$732.50

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Houser v. The Fish House Vera Cruz

Thursday, May 2, 2024

Requesting Attorneys Name: Jerin Wilkinson

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	3	\$450.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	3	\$375.00
Check, Stub & Release - Print & Mail (W-2/1099)	Per Check	\$1.00	250	\$250.00
USPS First Class Postage	Per Piece	\$0.64	250	\$160.00
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.50	25	\$37.50
Preparation of Taxes	Hourly	\$120.00	5	\$600.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

*Additional Bank fees may apply

Subtotal \$3,372.50

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	2	\$200.00
Project Manager Final Reporting	Hourly	\$120.00	2	\$240.00
Process Unclaimed Funds to the State	Flat Fee	\$550.00	1	\$550.00
Declaration	Hourly	\$125.00	2	\$250.00

Subtotal \$1,240.00

Total Case Estimate: \$6,950.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

Exhibit 3

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification and direct media outlets firm. With over 20 years of combined experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and has become the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

AREAS OF EXPERTISE:

- Wage and Hour
- FLSA
- Insurance and Health Care
- Consumer
- Finance
- Employment and Labor
- TCPA
- Antitrust
- Securities

Malta vs. Wells Fargo Home Mortgage Inc.

- TCPA Case with a class size of 5,200,000.

John Lofton, et al. v. Collecto, Inc.

- TCPA Case with a class size of 207,036.

Blaise Picchi et al., vs. World Financial Network Bank, et al.

- TCPA Case with a class size of 856,507. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.21% that did not have a valid address associated with the contact record.

Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

Robert Stone, et al. v. Universal Protection Services, LP, et al.

- Wage & Hour Case with a class size of 75,351.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

PRE-SETTLEMENT CONSULTATION

- **Administration Consultation:** Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

MAILING AND NOTIFICATION

- **Fulfillment and Correspondence:** All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.
- **Reverse Lookup:** A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.
- **Creating Class Database:** All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.
- **Claim Forms:** ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.
- **Translations:** When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.
- **Remails:** Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

MEDIA & INTERNET BANNER ADS

Notice Publication

- **Legal Notices:** ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.
- **Electronic Publication (Banner Ads):** ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.
- **Electronic Mail Notices:** ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always “White List” accepted with minimal returns.
- **Reach:** Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.
- **Services Included:** Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- **Case Notification, Maintenance and Management:** ILYM Group, Inc.’s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.
- **Claims Processing:** All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID’s. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.
- **Call Center:** ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages. All class members are given the options to best serve their needs and to receive case information.
- **Internet Support:** Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ’s) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.
- **Objection and Request for Exclusion:** All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels’ no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

DATA ADMINISTRATION AND NETWORK SECURITY

- **Network Security:** All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.
- **Database Administration:** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID's to ensure all collected member data coincides with all received claims.

DISTRIBUTION AND SETTLEMENT FUNDING

- **Distribution and Management:** Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.
- **Check Printing and Mailing:** Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.
- **Preparation, Filing and Reporting of Taxes:** ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- **Data Manager Final Report:** All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.
- **Project Manager Final Report:** All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.
- **Affidavits:** ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.
- **Document Retention:** Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

Exhibit 4

Jerin Wilkinson

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Thursday, June 20, 2024 11:23 AM
To: Jerin Wilkinson
Subject: Thank you for your Proposed Settlement Submission

06/20/2024 09:22:34 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Exhibit 5

Janelle Carney - Attorney at Law, APC
14758 Pipeline Ave, Suite E
Chino Hills, CA 91709

Houser v. Fish House Vera Cruz

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	SPLIT	AMOUNT	BALANCE
Ordinary Income/Expenses							
Expenses							
Court Costs							
10/23/2023	Expense		janney & janney	filing costs	citibank	1,491.44	1,491.44
12/20/2023	Expense		janney & janney	JANNEY AND JANNEY LEGA 213-6286338 CA	citibank	13.39	1,504.83
Total for Court Costs						\$1,504.83	
expert witness							
06/12/2024	Check	1342	JT Calcs	CHECK 1342	Checking (9585)	550.00	550.00
Total for expert witness						\$550.00	
Mediation							
04/11/2024	Check	1319	Jeff Fuchsman	CHECK 1319	Checking (9585)	2,500.00	2,500.00
Total for Mediation						\$2,500.00	
Total for Expenses						\$4,554.83	